

Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 March, 2022

MR. CLARENCE C. CACIO ANROL CONSTRUCTION Sampaloc Manila

Dear Mr. Cacho:

The attached Contract Agreement having been approved, notice is hereby given to ANROL CONSTRUCTION—that work may proceed on the Repair/Repainting of Vnares Multi-Purpose Covered Court at Venus Compound, Brgy. San Isidro, Angono, Rizat effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on.

Authorized Signature:

Name of the Representative of the Bidder:

307000

GLLLLARENCE C. CACHO

KNOW ALL MEN BY THESE PRESENTS:

		. YNARES, herein referred to as the PROVINCE; and
-	ANROL CONSTRUCTION	a sole proprietorship/private corporation, duly
organ	ized and existing under the laws o	f the Republic of the Philippines, with principal place of business
BOO	office address at Fost	CLARENCE CACHO , and berein represented by its CLARENCE CACHO , of legal age, Filipino Pasig City , heremafter referred to as the
Propi	netor/President Learnal Manager,	Page (14th American extensed to as the
CIUZE	TRACTOR, WITNESSETH, To	tests city, interpreted to as the
CON	TRACTOR, WITNESSELIN, 108	
parsi	WHEREAS, the PROVINCE disant of the Sangguntang Panlolawij	eclares that certain infrastructure works should be constructed in gan Ordinance No. 02, s. 2022 namely:
		Hulti-Purpose Covered Court at Venus Compound,
	rgy. Sen Isidro, Angono, R	Lzel
	THE PERSON AND CONTRACTOR	on the is how the fireness and reclarical commentment
4	WHEREAS, the CONTRACTO	OR, warranting that it has the financial and, technical competence
to un	in a subbic hidding held less 18 F	re works, has been declared as the Lowest Calculated Responsive abrusry 2022 has accepted and binds itself to undertake
the d	construction and considerion of the	above said infrastructure works strictly in accordance with the
follo	wing standards set forth in the hid	focuments approved plans program of works and specification in
CUTTO	identified of the amount of One	Million Five Hundred Eighty-Seven Thousand Eight
Hun	dred Sixty-Seven Pesos & 9	documents, approved plans, program of works and specification in Million Five Hundred Eighty-Seven Thousand Eight 4/100 (P 1,587,867.94), Philippine Currency.
-		
	NOW, THEREFORE, for and	in consideration of the foregoing premises, the parties hereto
bere	by agree as follows:	
	nationalists of agreement throughout solvings.	TANKS PROPERTY AND A STATE OF THE PROPERTY AND A STATE OF
	1. The whole works subject	ct matter of this Agreement shall be completed within
_	Sixty-Five (65) calendar days, in accordance with the provisions of the Bid
Doc	Sixty-Five (65 aments, Approved Plans, Program	 calendar days, in accordance with the provisions of the Bid of Works and Specifications, General and Special Conditions of
Com	Sixty-Five 65 cancerts, Approved Plans, Program tract, Supplemental or Bid Bulleti	 calendar days, in accordance with the provisions of the Bid of Works and Specifications, General and Special Conditions of ns, if any, and supporting/related documents as required by the
201s	Sixty-Five 65 camerts, Approved Plans, Program tract, Supplemental or Bid Bulleti 6 Revised Implementing Rules and) calendar days, in accordance with the provisions of the Bid of Works and Specifications, General and Special Conditions of ns, if any, and supporting/related documents as required by the Regulations of Republic Act No. 9184 and are integrated herewith
201s	Sixty-Five 65 cancerts, Approved Plans, Program tract, Supplemental or Bid Bulleti) calendar days, in accordance with the provisions of the Bid of Works and Specifications, General and Special Conditions of ns, if any, and supporting/related documents as required by the Regulations of Republic Act No. 9184 and are integrated herewith
201s	Sixty-Five 65 cancerts, Approved Plans, Program tract, Supplemental or Bid Bulleti 6 Revised Implementing Rules and incorporated herein by way of refer) calendar days, in accordance with the provisions of the Bid of Works and Specifications, General and Special Conditions of ns, if any, and supporting/related documents as required by the Regulations of Republic Act No. 9184 and are integrated berewith ence, namely:
201s	Sixty-Five 65 camerts, Approved Plans, Program tract, Supplemental or Bid Bulleti Revised Implementing Rules and incorporated herein by way of refer a. SP Ordinance No. 02, 8.) calendar days, in accordance with the provisions of the Bid of Works and Specifications, General and Special Conditions of ns, if any, and supporting/related documents as required by the Regulations of Republic Act No. 9184 and are integrated becewith ence, namely: 2022
201s	Sixty-Pive 65 camerts, Approved Plans, Program tract, Supplemental or Bid Bulleti 5 Revised Implementing Rules and incorporated herein by way of refer a. SP Ordinance No. 02; ** b. Certificate of Availability of) calendar days, in accordance with the provisions of the Bid of Works and Specifications, General and Special Conditions of ns, if any, and supporting/related documents as required by the Regulations of Republic Act No. 9184 and are integrated herewith ence, namely: 2022 Funds
201s	Sixty-Pive 65 camerts, Approved Plans, Program tract, Supplemental or Bid Bulleti 5 Revised Implementing Rules and incorporated herein by way of refer a. SP Ordinance No. 62; 8. b. Certificate of Availability of c. Scope/Program of Work and) calendar days, in accordance with the provisions of the Bid of Works and Specifications, General and Special Conditions of ns, if any, and supporting/related documents as required by the Regulations of Republic Act No. 9184 and are integrated herewith ence, namely: 2022 Funds
201s	Sixty-Pive 65 ments, Approved Plans, Program tract, Supplemental or Bid Bulleti 5 Revised Implementing Rules and incorporated herein by way of refer a. SP Ordinance No. 62, 8. b. Certificate of Availability of c. Scope/Program of Work and d. Plans and Specifications) calendar days, in accordance with the provisions of the Bid of Works and Specifications, General and Special Conditions of ns, if any, and supporting/related documents as required by the Regulations of Republic Act No. 9184 and are integrated herewith ence, namely: 2022 Funds
201s	Sixty-Pive 65 cancerts, Approved Plans, Program tract, Supplemental or Bid Bulleti 5 Revised Implementing Rules and incorporated herein by way of refer a. SP Ordinance No. 02, 8. b. Certificate of Availability of c. Scope/Program of Work and d. Plans and Specifications c. Construction Schedule) calendar days, in accordance with the provisions of the Bid of Works and Specifications, General and Special Conditions of any, and supporting/related documents as required by the Regulations of Republic Act No. 9184 and are integrated becewith ence, namely: 2022 Funds Detailed Estimate
201s	Sixty-Pive 65 camerts, Approved Plans, Program tract, Supplemental or Bid Bulleti Revised Implementing Rules and incorporated herein by way of refer a. SP Ordinance No. 22; ** b. Certificate of Availability of c. Scope/Program of Work and d. Plans and Specifications c. Construction Schedule f. Request for Expression of in) calendar days, in accordance with the provisions of the Bid of Works and Specifications, General and Special Conditions of any, and supporting/related documents as required by the Regulations of Republic Act No. 9184 and are integrated herewith ence, namely: 2022 Founds Detailed Estimate
201s	Sixty-Pive 65 camerts, Approved Plans, Program tract, Supplemental or Bid Bulleti 5 Revised Implementing Rules and incorporated herein by way of refer a. SP Ordinance No. 02; ** b. Certificate of Availability of c. Scope/Program of Work and d. Plans and Specifications c. Construction Schedule f. Request for Expression of In g. Bidding Documents including	2022 f Funds t Detailed Estimate terest ng all the documents/statements contained in the winning
201s	Sixty-Pive (65) camerts, Approved Plans, Program tract, Supplemental or Bid Bulleti 5 Revised Implementing Rules and incorporated herein by way of refer a. SP Ordinance No. C2, s. b. Certificate of Availability of c. Scope/Program of Work and d. Plans and Specifications c. Construction Schedule f. Request for Expression of in g. Bidding Documents includin bidder/s two (2) bidding env h. Bid Security) calendar days, in accordance with the provisions of the Bid of Works and Specifications. General and Special Conditions of as, if any, and supporting/related documents as required by the Regulations of Republic Act No. 9184 and are integrated herewith ence, namely: 2022 Funds Detailed Estimate detect detailed Estimate detect detailed Estimate detailed Estimate
201s	Sixty-Pive (65 metris, Approved Plans, Program tract, Supplemental or Bid Bulleti Revised Implementing Rules and incorporated herein by way of refer a. SP Ordinance No. C2, s. b. Certificate of Availability of c. Scope/Program of Work and d. Plans and Specifications c. Construction Schedule f. Request for Expression of in g. Bidding Documents includin bidder/s two (2) bidding env) calendar days, in accordance with the provisions of the Bid of Works and Specifications, General and Special Conditions of ns, if any, and supporting/related documents as required by the Regulations of Republic Act No. 9184 and are integrated herewith ence, namely: 2022 Funds Detailed Estimate derest ag all the documents/statements contained in the winning relopes

2. In consideration of the paymen to be made by the PROVINCE to the CONTRACTOR, the

Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract; 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Five Hundred Eighty-Seven Thousand Eight Hundred Sixty-Seven Pesos 94/100 (P1,587,867.94), Philippine

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred Seventy-Six Thousand Three Hundred Sixty Pesos & 38/100 (P 476, 360.38

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated berewith, in accordance with the Bidding Documents;

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at teast equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may resemd or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

 The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;

10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;

11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax rerums duty stamped and received by the BIR and duty validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction bidustry Arbitration Commission to resolved shall be

R

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this MAR 17 Test of at Antipolo City.

AMPOL CONSTRUCTION

Entity/Firm/Corporation

By:

CLARENCE CACHO

Proprietor/Manager/President

WYINESSES

LOLITA B. DE GUZMAN

MA. VICTOREA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY one. Rizal) S.S.

BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following

Name/Entity Valid ID Presented Dute Place

HON, REBECCA A, YNARES Passport No. P8239281A August 5, 2028 Manila

CLARENCE CACHO TIN NO. 151-542-125

All known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for

Repair/Repainting of Youres Multi-Purpose Covered Court at Venus Compound, Brev. San Isidro, Angono, Rizal

ergy. San isiaro, Angono, Kita	/	
WITNESS MY HAND AND SE	AL this Mill 11 20day ofat Rizal Provincia	1
Capitol, Antipolo City		•
	ATTY, ANNA MARIE L. SANTOS	
Doc No	NOTARY FUELIC	
Page No. 42	bit Angono, Binangonan & Cardona	
Book No. 4	all in the PENOTARY PRIBLIC	
Series 20 22	Extended until June 3., 2022	
	[by virtue of 3.M. 3795, September 26, 2021]	
	Adm. Malter 19-006	
	Roll of Allorneys No. 69250	
	PTR No. 17132074 / January 3, 2022 / Right	



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 March, 2022

MR. LAURO A. UBIADAS KIT UBIADAS CONSTRUCTION CORP. Binangonan, Rizal

Dear Mr Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP, that work may proceed on the Improvement of Drainage System at San Vicente Elem. School, Bryg. San Vicente, Angono, Rizal effective on the day you received this Notice to Proceed

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on.

@31022

Authorized Signature:

Name of the Representative of the Bidder:

LAURO A. URIADAS

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Olivoros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizel, and herein represented by its Proprietor/President/General Manager, LAURO M. UBIADAS, of legal age, Filipino
citizen, single/married, resident of Binsepponen, Rizel , hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 2022 namely:
Improvement of Dreinege System at San Vicento Bloventary School, Ergy. San Vicente, Angono, Rizel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lawest Calculated Responsive Bid in a public bidding held last 18 February 2022 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in
consideration of the amount of One Million three Huntired Ivo Toousand Ninety-Five Pesos & 63/100 (P 1,302,095.63), Philippine Currency.
1. The whole works subject matter of this Agreement shall be completed within <u>Fighty-Four</u> (84) calendar days, in accordance with the provisions of the Big Decements, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewided and incorporated herein by way of reference, namely:
a. SP Ordinance No. 01, s. 2022
b. Cartificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d. Plans and Specifications
e. Construction Schedule
f. Request for Expression of luterest
g. Bidding Documents including all the documents/statements contained in the winning
bidder/s two (2) bidding envelopes
h. Bid Security
i Addenda and Supplemental Bulletin
 Notice of Award of Contract and the Contractor's Conformity thereto.
 In consideration of the paymen to be made by the PROVINCE to the CONTRACTOR, the laster hereby coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESO
One Million Three Hundred Two Thousand Strety-Five Peros & 63/100 (P 1,302,095.63), Philippin
Carrency, to consideration of the construction and only upon completion of the infrastructure work

unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and at agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; ?..
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. Three Hundred Ninety Thousand Six Hundred

 Twenty-Eight Pesos \$ 69/100 (P 390,628.69)

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may resemd or terminate the contract, without projudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing roles and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this MAR 17 1027 day of at Antipolo City.

KIT UBLACKS CONSTRUCTION CORPORATION

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

200

Proprietor/Manager/President

By:

REBECCA A. YNARES Governor 99

WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY (Original part) S.S.

BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A YNARES

Passport No. P8239281A

August 5, 2028

Manila

LAURU VI. UBLADAS

TIN NO. 008-410-683

All known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Engrovement of Dawinage System at San Vicente Slementary School, Bagy. San -Vicente, Angono, Rizel

WITNESS MY HAND AND SEAL this MAR 17 2022 of _____ at Rizal Province

Capitol, Antipolo City.

Page No. ______ Book No

Series 20 m.

NOTARY-PUBLIC Jone 21, 2022 (by vidue of D.M. 37 (A. Scotts other 28, 2021) Asia, he are 1945 PTR No. 171320767 Jun City 3, 2022 / Rizat IBP Lifetime Member No. 018632 / Rizal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 March, 2022

MR. PAOLO OLIVER D. AQUINO DIAZ AQUINO CONSTRUCTION CORP., Birangonan, Rizal

Dear Mr. Aquino:

The attached Contract Agreement having been approved, notice is hereby given to DIAZ AQUINO CONSTRUCTION CORP.—that work may proceed on the Repair/Repainting of Ynares Sch. Bldsg. at San Vicente Elem. School, Brgy. San Vicente, Angono, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

ごういつ

PAOMO OLIVER D. AQUINO

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by end between:

1	The PR	ROVINCL	AL GOV	ERNME	NT OF I	UZAL,	a local go)V eru me	ust umit	, đuly organ	nized and
existing	under	Republic	Act No	7160,	with seat	of gov	rerpyment	at the	Rizal	Provincial	Capitol,
										sented in th	
										NCE, and	

its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and DIAZ AQUINO CONSTRUCTION CORPORATION , a sole proprietorship/private corporation	on, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of and office address at Binangonen, Rizel and herein represented Proprietor/President/General Manager, ELMA D. AQUINO of legal age, citizen, single/married, resident of Binangonen, Rizel hereinafter referred to CONTRACTOR. WITNESSETH, That,	business by its
WHEREAS, the PROVINCE declares that partain infrastructure works should be constituted of the Sanggartung Panlahavigan Ordinance No. 02, 5, 2022 name	nicted in nely:
Receir/Repsinting of Ymeres School Buildings at San Vicente Elementa Tabool, Bray. San Vicente, Angono, Rizal	IX)
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical conto undertake the above said infrastructure works, has been declared as the Lewest Calculated Re Bid in a public bidding held last 18 February 2022, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance following standards set forth in the bid documents, approved plans, program of works and specific consideration of the amount of One Million Five Hundred Thirty-One Thousand Expression of the amount of the strictly of the str	sponsive indertake with the ication in light
Dunking Ninety-Seven Peros & 28/100 (P 1,531,897.28), Philippine C	штепсу.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto bereby agree as follows:

- 1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 02, s. 2022
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes
 - b. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the paymen to be made by the PROVINCE to the CONTRACTOR, the laster hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3 The PROVINCE horeby covenants to pay the CONTRACTOR the amount of PESOS the Million Five Hundred Thirty-One Thousand Eight Hundred Ninety-Seven Pesos 28/100 (P 1,531,897,28), Philippine Currency, to consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and at agreed upon by the Contractor;

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred Fifty-Nine Thousand Five Hundred Sixty-Nine Pesos & 18/100 (P 459, 569, 18 /)

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period,
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws:
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third pany, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction ladustry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this in the day of at Antipolo City.

DIAZ AOUINO CONSTRUCTION CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation

By:

By:

REBECCA A. YNARES

Governor

WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY) S.S.

BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following

Nume/Entity Valid ID Presented Date Place

HON REBECCA A. YNARES Passport No. P\$239281A August 5, 2028 Manila

EIMA D. AQUINO 010-084-780

All known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary set and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page heroof, refers to the Agreement for:

Repair/Repainting of Ymeres School Building at San Vicente Elementery School, Brgy. San Vicente, Angono, Risel

WITNESS MY HAND AND SEAL dus ______day of ______at Rizal Prov

Capitol, Antipolo City.

Doc No. 195
Page No 40
Book No. 4

Series 20_22

for Angoro, Einenportan & Cardona
NOTARY PUBLICOF RIZAL
Extraded tirf., June 33, 2022
(by virtue of D.M. 3715, September 28, 2021)
Acm. Matast 11-066
Refl of Alarmays No. 79250
PTR No. 17132074 / January 3, 2022 / Rizal
IBP Lifetime Member No. 016832 / Rizal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 March, 2022

MR. GIL B. VILLONES
JILL CONSTRUCTION AND TRADING
Antipolo City

Dear Mr. Villones:

The attached Contract Agreement having been approved, notice is hereby given to
JILL CONSTRUCTION AND TRADING—that work may proceed on the
Construction of Stage at Sitia Lapanggue at Brgs. Sta. Craz. Antipolo, City
effective on the day you received this Notice to Proceed

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

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Authorized Signature:

Name of the Representative of the Bidder:

GIL B. VILLONES

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

existing under Republic Act No. 7160, with s	FRIZAL, a local government unit, duly organized and sent of government at the Rizal Provincial Capitol, San Roque, Antipolo City, represented in this act by S, herein referred to as the PROVINCE; and
JILL CONSTRUCTION AND TRADING	a sole proprietorship/private corporation, duly
organized and existing under the laws of the Repu	blic of the Philippines, with principal place of business

and office address at Binangonan, Rizal, and herein represented by its Proprietor/President/General Manager, GIL VILLONES, of legal age, Filipino citizen, single/married, resident of Binangonan, Rizal, hereinafter referred to as the CONTRACTOR. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in

pursuant of the Sangguntang Paniolawigan Ordinance No. 37, s. 2021 namely:

Construction of Stage at Sitio Lupanggue at Ergy. Sta. Cruz, Antipola,

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last February 18, 2022 has accepted and birds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Two Hundred Sixteen Thousand One Hundred Eighty-Three Pesos & 95/100 (P1,216,183.95), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto bereby agree as follows:

- 1. The whole works subject matter of this Agreement shall be completed within Seventy (70) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated berein by way of reference, namely:
 - a. SP Ordinance No. 37, 8, 2021
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes
 - h. Bid Security

City

- i. Addenda and Supplemental Bulletin
- Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the land hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract,
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

 One Million Two Hundred Sixteen Thousand One Hundred Fighty-Three Pesos 6

 95/100 (P1,216,183,95), Philippine

 Currency, to consideration of the construction and only upon completion of the infrastructure works unless otherwise accord by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;





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4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Sixty-Four Thousand Right Hundred Fifty-Five Pesos 4 19/100 (P 364,855.19)

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the charation of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement.

Section 68 of Rule XXII of Republic Act No. 9384 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Ennty may resend or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's bealth and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be







referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing $-\Delta$. to resort to other alternative imodes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this at Antipolo City.

JILL CONSTRUCTION AND TRADING

Entity/Firm/Corporation

By:

By:

Proprietor/Manager/President

REBECCA A. YNARES Governor 🦫

RIZAL PROVINCIAL GOVERNMENT

WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY, 1010, 1 -) S.S.

BEFORE ME, a Notary Public for and in Antipolo City; personally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON. REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manila

GIL VILLONES

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Construction of Stage at Sitio Lupenggue at Ergy. Sta. Cruz, Antipolo City

	ay of at Rizal Provincial
WITNESS MY HAND AND SEAL this	ay ofat Rizat Provinciar
	ATTY ANNA MARKE 1. SAMPOS
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	PTR No. 17132076 / January 3, 2023 / Risst IBP Lifetime Member No. 016632 / Risst



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 March, 2022

MS. LAURA L. MARRON L.L. MARRON CONSTRUCTION & TRADING Binangonan, Rizal

Dear Ms. Marron:

The attached Contract Agreement having been approved, notice is hereby given to L.L. MARRON CONSTRUCTION & TRADING—that work may proceed on the Improvement of 2-Storey Ynares Multi-Purpose Building at (Brgy. Hall/Health Center) at Brgy. Kasile, Binangonan, Rical effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both comes in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder:

2.0100

.AURA L. MARRON

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and cutared into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
L.L. MARRON CONSTRUCTION AND TRADING , a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizal, and berein represented by its Proprietor/President/General Manager, LAURA L. MARRON, of legal age. Filipine citizen, single/married, resident of Binangonan, Rizal, hereinafter referred to as the CONTRACTOR. WIFNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguntang Panlalawigan Ordinance No. 37, 0, 2021 namely:
Improvement of 2-storey Ynares Nulti-Purpose Building at (Brgy. Hall/ Health Center) at Brgy. Kasile, Binangonan, Rizal
Bid in a public bidding held last 18 February 2022 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification is consideration of the amount of Fight Hundred Eighty=Four Thousand Eight Hundred Eighty=Three Pesos 4 75/100 (P 884,883.75), Philippine Currency. NOW, THEREFORE, for and in consideration of the foregoing premises, the parties heret
1. The whole works subject matter of this Agreement shall be completed within Sixty-Eight (68) calendar days, in accordance with the provisions of the Bi Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 37, s. 2021 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications e. Construction Schedule
f. Request for Expression of interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security

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 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the land hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

j. Notice of Award of Comract and the Contractor's Conformity thereto

3. The PROVINCE hereby covenants it pay the CONTRACTOR the grount of PESOS Eight thredred Eighty-Four Thousand Eight Hundred Eighty-Three Pesos 4

75/100 (P 884,883.75), Philippine Currency, to consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Sixty-Five Thousand Four Hundred Sixty-Five Pesos 4 13/100 (P 265, 465, 13)

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-with of one percent (0.001) of the cost of the unperformed partion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, bours of work and other labor laws:
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13 In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and husiness tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereumo signed this Agreement this _______ day of _______ at Antipolo City.

L.L. MARRON CONSTRUCTION AND TRADING RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation

By: By:

LAURA L. MARRON Proprietor/Manager/President WITNESSES

LOLITAB. DE GUZMAN WITNESSES

MA. VICTORIAB. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY (1917) [Misself] S.S.

BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following

Name/Entity Vulid ID Presented Date Place

HON, REBECCA A. YNARES Passport No. P8239281A August 5, 2028 Manila

LAURA L. NARRON TIN NO. 236-059-376

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for

Improvement of 2-storey Yneres Multi-Purpose Building at (Brgy. Hell/Heelth Center) at Brgy. Kasile, Binangonan, Rizal

WITNESS MY HAND AND SHALl thisday of	at Rizal Provincial
WILNESS WA HAND AND SEAT DUE day of	- At Kizzi I tovinciai
Capitol, Antipolo City.	LATE AND A MARIE L. SANTOS
Dac No. 199	NOTARY PUBLIC
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301163 20_21	(by visites of T.M. 5775, Suptember 26, 2021)
	ALTE MENT
	Out 15 6 1 months (10, 50200)
	17132074 / January 3, 2022 / Rizzl



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 March, 2022

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloc Manila

Dear Mr Cacho

The attached Contract Agreement having been approved, notice is hereby given to ANROL CONSTRUCTION—that work may proceed on the

Concreting of Road at Venaville Compound Nitio Gupting, Brgy. Lunsad, Binangonan, Rigat effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder!

BONOR

CLARENCE C. CACHO

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KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

						it, duly organized and
Circumferent	er Republic Act	t No. 7160, P Oliverets 9	With scat of Brow San	Roone Antin	olo City, rem	il Provincial Capitol, resented in this act by
IIS GOVERN	OR HON REI	BECCA A. Y	NARES he	rein referred to	as the PROV	TNCE; and
	NROL CONSTRUC					ate corporation, duly
			he Republic	of the Philippin	es with man	apal place of business
and office	address at	Pesi	g City	. 80	d herein	represented by its
Proprietor/Pr	esident/General	Manager,	CLARENC	E CACHO	, of	legal age, Filipino
CONTRAC	le/married, resid FOR, WITNESS	dont of SETH, That,	Pasig Ci	ty	, hereinafte	represented by its logal age, Filipino referred to as the
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pursuant of the	be Sangguniang	Panlalawiga	Ordinance	No. 37, 8.	2021	namely:
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DIDS	ngonen, Risal					
илл	EDBAS (ba CO)	NETTO A CETTOD	warranting	that it has the	financial and	technical competence
to undertake	the above said is	ofmemorium	works has b	oon declared a	s the Lowest	Calculated Responsive
Bid to a pub	lic bidding held	last 15 Fe	bruary 202	Z has ac	coepted and bi	nds itself to undertake
the construc	tion and comple	tion of the o	bove said in	frastructure w	orks strictly it	n uccordance with the
following w	andards set forth.	in the bid do	cuments, and	roved plans, pr	rogram of wor	ks and specification in
consideration	of the amoun	nt of One	Million Se	ven Hundred	Twenty-Tv	o Thousand Twenty
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		E, lor and r	n constocrati	on of the for	egoing inchin	ses, the parties hereto
bereby agree	as ionowa:					
1	The whole wo	orke enhisen	matter of	this Ameer	nent shall t	e completed within
Ei	ghty	(80) calendar d	ws in accords	ance with the	provisions of the Bid
	Approved Plans	s. Program of	Works and	Specifications	General and	Special Conditions of
Contract, Su	applemental or I	Bid Bulletins	, if any, and	supporting/re	lated docume	nts as required by the
2016 Revise	d Implementing	Rules and Ro	gulations of	Republic Act 1	No. 9184 and	are integrated herewith
	rated herein by w			**************************************		
		12 2 2	001			
a. S	P Ordinance No	31, 5, 4	021			
) b. (certificate of Ava	ailability of I	unds			3.00
	scope/Program of		etailed Estin	Hitc		
- 14	lans and Specifi					
W	Construction Scho					
f. R	tequest for Expre	experience and leaders				
	didding Docume			s centro fot referencem		the universe

26.

h. Bid Security
i. Addrada and Supplemental Bulletin

bidder/s two (2) bidding envelopes

j. Notice of Award of Contract and the Contractor's Conformity thereto

 In consideration of the paymen to be made by the PROVINCE to the CONTRACTOR, the taser bereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

 \mathscr{U}

3 The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Seven Hundred Twenty-Two Thousand Twenty Pesos & 51/100

(P 1,722,020.51), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

 The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Hundred Sixteen Thousand Six Hundred Six Pesos & 15/100 (P 516,606.15)

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may resemd or terminate the contract, without projudice to other courses of action and remedies available under the originatances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws.
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same preanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have becomes signed this Agreement this AR 17 202 day of at Antipolo City.

ANDROL CONSTRUCTION	RIZA	L PROVINCIAT, GOVERNMENT
Entity/Firm/Corporation		
By: bleff	Ву:	5
CLARENCE CACHO		REBECCA A. YNARES
Proprietor/Manager/President		Governor 🐕
188/	WITNESSES	
LOLITA'B, DE GUZMAN		MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY (1984) \$1.5.

BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following

Art of West

Name/Entity Valid ID Presented Date Place

HON, REBECCA A. YNARUS Passport No. P8239281A August 5, 2028 Manila

CLARENCE CACHO TIN NO. 151-542-125

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for

Concreting of Road at Vensville Compound Sitio Gupiing, Bugy, Lumsed, Binengonen, Rizel

EFECT	
WITNESS MY HAND AND SEAL this MAR 17 2022 of	at Rizal Provincial
Capitol, Antipolo City	AND AND LOCAL STATES
Doc No. tes	for Adminia, the regiment is the soon
Page No. 38 Book No. 4	NOTARY PUBLIC 1021)
Series 20 R.	by views and the control of the

Ne 471 (2674 / Jan e 72, 31



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

17 March, 2022

MR. LAURO A. UBIADAS KIT UBIADAS CONSTRUCTION CORP., Binangonan, Rizal

Dear Mr. Libiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP.—that work may proceed on the Repair/Repainting/Improvement of Ynares Multi-Purpose Bldg, at Brgv. Tayuman. Binangonan, Rizal effective on the day you received this Notice to Proceed

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours.

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

2,042.3

Authorized Signature:

Name of the Representative of the Bidder:

LAURO A. L'BIADAS

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Obiveres St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and

RET UBLADAS CONSTRUCTION CO	RPORATION , a sole propriet	tership/priv	nte corporati	on, duly
organized and costing under the laws of and office address at Binengon Proprietor/President/General Manager,	on, Rizel , and	herein r	epresented	by its
Proprietor/President/General Manager,	LAURO M. UBLADAS	of	legal age	Filipino
citizen, single/married, resident of		hereinafter	referred w) as the
CONTRACTOR, WITNESSETH, The				9

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 02, 3, 2022/01, 9, 2022 namely:

Furnity/Repainting/Improvement of Yeares Fulti-Judgese Suilding at Proy-

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to endertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 18 February 2022 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Militon Twenty-Etght Thousand Six Hundred Seven Pages 4 24/100 (P 1,028,607.24), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereto hereby agree as follows:

- 1. The whole works subject matter of this Agreement shall be completed within Eighty (80) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 02, s. 2022/01, s. 2022
 - b. Certificate of Availability of Punds
 - c. Scope/Program of Week and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes
 - h. Bid Scoarity
 - i. Addreda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latest hereby coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Twenty-Eight Thousand Six Bundred Seven Pesos & 24/100

Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor,



- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Eight Thousand Five Hundred (12nty-Two Pesos & 17/100 (P.308.582.17))

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement.

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
 - 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
 - In this words and expressions shall have the same meanings as respectively assigned to them
 in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto. The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this ______at Antipolo City.

KIT UBLADA: CONSTRUCTION CORPORATION

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

LAUNC H. UBIADAS

Proprietor/Manager/President

 $\mathbf{B}\mathbf{y}$:

REBECCA A. YNARES

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITYORU, POLICE) S.S.

BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manila

LAURO M. UBIADAS

TIN NO. 009-410-689

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for Repair/Repainting/Luprovement of Thisres Pulti-Purcose Pulti-Purcose Pulting at Pary. Prychau, Binangonan, Rizel

WITNESS MY HAND AND SEAL thi MAR 17 2022 day of

. at Rizal Provincia

Capitol, Antipolo City

Page No. 184
Book No. 4

Series 20 2.

NOTARY PUBLIC

PIXT



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

17 March, 2022

MR. BRIAN D. FERIDO DUKHEA CONSTRUCTION Binangonan, Rizal

Dear Mr. Ferido:

The attached Contract Agreement having been approved, notice is hereby given to *DUKHEA CONSTRUCTION*—that work may proceed on the

Concrete Reblocking and Rehabilitation of Headwalls at E. Jacinto St., Sitio Gupling at Brgy. Lunsad, Binangonan, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder

3-71-77

BRIAN DEFERIDO

02/18/2022 # 8



KNOW ALL MEN BY THESE PRESENTS:

(This AGREEMENT made and outgood into by and between: The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveron St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
	DUKSEA CONSTRUCTION a solo proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binengonen, Rizel, and berein represented by its Proprietor/President/General Manager, BRIAN FERIDO, of legal age, Filipino citizen, single/married, resident of Binengonen, Rizel, hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangamiana Panlalawigan Ordinance No. 01, 9, 2022 namely:
9	00 0
	Concrete Reblocking and Rebebilitation of Headwalls at E. Jecinto St., Sitto Cuping et Ergy. Lamend, binengonan, Elzel
	to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 18 February 2022 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Eight Hundred Twenty-Tour Thousand Thirty-Four Perce 5 41/100 (P 824,034.41), Philippine Currency.
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within
	Documenta, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith
	and incorporated horein by way of reference, namely:
	a. SP Ordingnoo No. 01, s. 2022
e	b. Curtificate of Availability of Funds
9	c. Scope/Program of Work and Detailed Estimate
	d. Plans and Specifications
	e. Construction Schedule
	f. Request for Expression of Succest
	g. Bidding Documents including all the documents/statements contained is the winning
	bidder/s two (2) bidding envelopes
	h. Bid Security
	i. Addenda and Supplemental Bulletin
_	j. Notice of Award of Contract and the Contractor's Conformity thereto
	 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the later hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the mount of PESOS Eight Hundred Twenty-Four Treussial Thirty-Spot Pesos - 41/100

Currency. In consideration of the construction and only upon completion of the infrastructure works unless otherwise extend by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

(P_824,034.41



- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Forty-Seven Thousand Two Hundred Ten Pesos & 32/100 (P 247, 210, 32)

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty accurity to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the character of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescend or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's bealth and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:

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- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be



7

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties beneto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR hable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this ; at Antipolo City. DUKHEA CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation $\mathbf{B}_{\mathbf{V}^*}$ By: ERIDO REBECCA A. YNARES Governor 😘 Proprietor/Manager/President WITNESSES MA. VICTORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY 11 1) \$.S. ACTO IN PROPERTY. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Date Place: Valid ID Presented Name/Entity Passport No. P\$239281A August 5, 2028 Manila HON. REBECCA A. YNARES BRIAN FERIDO TIN NO. 300-263-262

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for .

Communeto Reblocking and Rebubilitation of Massivella at F. Jacinto St., Sitio Gunling at Bray. Lummed, Pinsagonen, Rizel

WITNESS MY HAND AND SEAL this MAR 17 2022 day of	at Rizal Provincial
Capitol, Antipolo City.	THE STATE OF THE S
Doe No. L87	A. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.
Page No 39 Book No. 4	NOTARY PUBLIC
Series 20 23	The American Co.

PTRNE 171 2004 July 1, 10

19P Libling Disabor No. 010032 / Read



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 March, 2022

MR. FERNANDO L. ARADA FLAG CONSTRUCTION CORPORATION Binangonan, Rizal

Dear Mr. Arada:

The attached Contract Agreement having been approved, notice is hereby given to FLAG CONSTRUCTION CORPORATION—that work may proceed on the Repair/Repainting of Ynarcs Multi-Purpose Covered Court & Comfort Room at Tuuzon Compound, Brgy. Tagpos, Binangonun, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both comes in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal

FERNANDO L. ARADA

Very truly yours,

REBECCA A. YNARES

Governor.

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

02/18/2022 # 9

KNOW ALL MEN BY THESE PRESENTS:

existing under Republic Act No. 7160, with se	RIZAL, a local government unit, duly organized and eat of government at the Rizal Provincial Capitol, . San Roque, Antipolo City, represented in this act by S, herein referred to as the PROVINCE; and
FLAG CONSTRUCTION CORPORATION	, a sole proprietorship/private corporation, duly
organized and existing under the laws of the Reput	blic of the Philippines, with principal place of business
citizen, single/married, resident of Binangor CONTRACTOR. WITNESSETH, Thus,	RNANDO ARADA of legal age. Filipino
WHEREAS, the PROVINCE declares that	rece No. 02, s. 2022 namely:
pursuant of the Sangguniang Panlalawigan Ordina	PICE NO. 04, 8, 2022 Hambery.
S. a. C. Oberest Stein and Manager Mallet St.	Course of Course & Course & Course
et Ivacon Compound, Sigy, Tegros,	urrose Covered Court & Comfort Room Inangonan, Rigal
WHEREAS, the CONTRACTOR, warrant to undertake the above said infrastructure works, he had in a public hidding hald last 18 February	fing that it has the financial and, technical competence has been declared as the Lowest Calculated Responsive 2022 has accepted and binds itself to undertake
WHEREAS, the CONTRACTOR, warrant to undertake the above said infrastructure works, I Bid in a public bidding held last 18 February the construction and completion of the above said following standards set forth in the bid documents.	ting that it has the financial and, technical competence has been declared as the Lowest Calculated Responsive 2022, has accepted and binds itself to undertake id infrastructure works strictly in accordance with the approved plans, program of works and specification in
WHEREAS, the CONTRACTOR, warrant to undertake the above said infrastructure works, he had in a public bidding half last 18 February the construction and completion of the above said following standards set forth in the bid documents, consideration of the amount of Coe Million	ting that it has the financial and, technical competence has been declared as the Lowest Calculated Responsive 2022 has accepted and binds itself to undertake id infrastructure works strictly in accordance with the approved plans, program of works and specification in Two Hundred Forty-Seven Thousand Three
WHEREAS, the CONTRACTOR, warrant to undertake the above said infrastructure works, had in a public bidding half last 18 February the construction and completion of the above said following standards set forth in the bid documents, consideration of the amount of Coe Million Hundred Seventeen Peros & US/100	ting that it has the financial and, technical competence has been declared as the Lowest Calculated Responsive 2022, has accepted and binds itself to undertake id infrastructure works strictly in accordance with the approved plans, program of works and specification in

- and incorporated herein by way of reference, namely:

 a. SP Ordinance No. 02, s. 2022
 - b. Cartificate of Availability of Funds
 c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes

Contract, Supplemental or Bid Bulletins, if my, and supporting/related documents as required by the 2016 Revised Implementing Roles and Regulations of Republic Act No. 9184 and are integrated herewith

- b. Bid Scourity
- i. Addonda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the laster hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS one Million Two Hundred Forty-Seven Thousand Three Hundred Seventeen Pesos 4.

 C8/100 (P1,247,317.08), Philippine Currency, is consideration of the construction and only upon completion of the infrastructure works unless otherwise beyond by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Seventy-Four Thousand One Hundred Ninety-Five Pesos & 12/100 (P 374,195.12)

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmon's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitratess under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 💜 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Inrisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hercunto signed this Agreement this MAR 16 7 day of at Antipolo City.

FLAD CONSTRUCTION CORPORATION

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

Proprietor/Manager/President

WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY agric, Rize!) S.S.

BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON. REBECCA A. YNARES

Passport No. P\$239281A

August 5, 2028

Manila

FERNANDO ARADA

TIN NO. 007-885-673

All known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Renair/Remaining of Ymares Multi-Purpose Covered Court & Comfort Room et tuncon Compound, Ergy. Tagpos, Finangonen, Rizel

WITNESS MY HAND AND SEAL this MAR 16 2022 day of Capital, Antipolo City.

Doc No. Page No. Book No. Series 20 22

for Angono, BinNOTARY PUBLIC all in the PROVINCE OF RIZAL Extended until June 30, 2022

(by virtue of B.M. 3795, September 28, 2021) Adm. Matter 19-008

Roll of Attorneys No. 69250 PTR No. 17132074 / January 3, 2022 / Rizal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 March, 2022

MR. CEARENCE C. CACHO
ANROL CONSTRUCTION
Sampaloc Manila

Dear Mr. Cacho:

The attached Contract Agreement having been approved, notice is hereby given to ANROL CONSTRUCTION—that work may proceed on the Repair/Repainting of Ynares School Bidg, At Francisco P. Felix Mem. National High School, Brgy. Sto. Domingo, Cainta, Rizal effective on the day you received this Notice to Proceed

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

Governor.

I acknowledge receipt of this Notice on:

150.3km

Authorized Signature.

Name of the Representative of the Bidder-

CLARENCE C. CACHO

CONTRACT AGREEMENT IO

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

**	The PROVINCIAL GOVE	RNMENT OF RE	ZAL, a Incal go	vernment unit, di	nly organized and
existing	g under Republic Act No.	7160, with seat	of government	at the Rizal Pi	ovincial Capitol,
Circum	ferential Road comer P. Oliv	eros St., Brgy. Sa	Koque, Annpo	o City, represen	To and
tts GO	VERNOR, HON, REBECCA	LAL YNARES, BE	tem retailed to a	Z III C PROVINC	J4, 6010
	ANROL CONSTRUCTION		a sole propri	ctorship/private	corporation, duly
oreania	ANROL CONSTRUCTION ted and existing under the law	s of the Republic	of the Philippine	s, with principal	place of business
and	office address at P	agie City	. amd	berein repre	senred by its
Proprie	stor/President/General Manag	er CLARENC	E CACHO	of leg	al age, Filipino
citizen	office address at Protor/President/General Manage, single/married, resident of	Pasig	City	hereinafter to	ferred to as the
CONT	RACTOR, WITNESSETH, T	hat.		0	
100000	200000000000				
	WHEREAS, the PROVINCE	E declares that cer	tain infrastructu	re works should	be constructed in
pursua	nt of the Sangguniang Panlak	neigan Ordinance	No. 02, V. 2	022	namely:
			1.11 at Dan		da Managel al
Re	epair/Repainting of Ynam	res School Bul	Iding at Fra	ncisco r. rei	TH CARROLLINE
Ne	tional High School, Br	gy. Sto. Domin	go, Cainta,	KIZBI	
	WHITEPELS A. CONTROL	TOD	shot it has the fi	noncial and tech	mical competence
NOTE: 500	WHEREAS, the CONTRAC	TOR, warranung	mat it has the h	the Lawset Calc	ulated Responsive
to uno	ertake the above said infrastru	Citire works, mas t	has not	ented and hinds	itself to undertake
Bid in	a public bidding held last _1	8 February 202	Constructura Woo	de strictly in ac	cordence with the
me co	enstruction and completion of ring standards set forth in the b	the above said in	masuucuue wo	orem of works a	nd specification in
TOHOW	ing standards set form in the t	na documents, app	the died IN	Etun One Thouse	and Maht
COURT	eration of the amount of _	O(100)	(D 2 251	246 00) Phi	lippine Currency.
Hundi	red Forty-Six resos & y	9/100		040127), 1 111	appare can easy.
	NOW, THEREFORE, for	and in bonsiders	ion of the form	oing tremises.	the parties hereto
hands	y agree as follows:	out, at constactat	ION OF THE SECOND	C. T.	
1101 00	y agree as robows.				
	1. The whole works st	phiect matter of	this Agreem	ent shall be	completed within
	Forty-Six (46) calendar d	avs. in accordar	ice with the pro	visions of the Bid
Door	ments, Approved Plans, Progr	am of Works and	Specifications.	General and Spe	cial Conditions of
Contr	act, Supplemental or Bid Bu	letios, if any, and	supporting/rela	ited documents	as required by the
2016	Revised Implementing Rules	and Regulations of	Republic Act N	o. 9184 and are i	ntegrated herewith
and in	corporated herein by way of r	eference, namely;			
	3				
1	a. SP Ordinance No. 02,	s. 2022			100
1	 b. Certificate of Availabilit 				
	 Scope/Program of Work 	and Detailed Estic	oato		
	 d. Plans and Specifications 				
19	 Construction Schedule 				
Ke	 Request for Expression of 	f Interest			

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

Two Million Two Hundred Fifty-One Thousand Eight Hundred Forty-Six Peros &

99/100

(P 2,251,846.99). Philippine

Currency, in consideration of the construction and only upon completion of the infrastructure works
unless otherwise Agreed by the parties, subject of this Agreement as a contract price at the time and in the

manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

inner hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of

2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the

g. Bidding Documents including all the documents/statements contained is the winning

j. Notice of Award of Contract and the Contractor's Conformity thereto

biddex/s two (2) bidding envelopes

Addenda and Supplemental Bulletin

h. Bid Security

The CONTRACTOR wantants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Six Hundred Seventy-Five Thousand Five Hundred Fifty-Four Pesos & 10/100 (P 675.554.10 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision." on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's. health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained. by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- The implementing rules and guidelines regarding adjustment of Contract Price and/or change. order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them. in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will outitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tex payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have herounto signed this Agreement this thin 17 Tody of at Antipolo City.

ANDROL CONSTRUCTION

Entity/Pirm/Corporation

By:

RENCE CAC Proprietor/Manager/President

REBECCA A. YNARES Governor 18

RIZAL PROVINCIAL GOVERNMENT

WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITANGONO.) 5.8.

BEFORE MF, a Notary Public for and in Autipolo City, personally appeared the following

Name/Entiry

Valid ID Presented

Dete

Place

HON, REBECCA A, YNARES

Passport No. P8239281A

August 5, 2028

Manifa

CLARENCE CACHO

TIN NO. 151-542-125

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Repair/Repainting of Ynares School Building at Francisco P. Felix Memorial Netional High School, Brgy. Sto. Domingo, Cainta, Rizal

WITNESS MY HAND AND SEAL this 17 2022 day of Capitol, Antipolo City.

200 Doc No. Page No _ 41

Book No._ Series 20 20

MARIE L. SANTOS NOTARY PUBLIC Binangenan & Cardon 3

NOTARY PUBLICIZAL Extended until June 30, 2022

at Rigal Provincial

lay vinue of B.M. 3795, September 28, 2021) Adm. Matter 19-006

Roll of Attorneys No. 69250 PTR No. 17132074 / January 3, 2022 (%) IBP Lifetime Member No. 016632 / nik



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

17 March, 2022

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloc Manifa

Dear Mr. Capho:

The attached Contract Agreement having been approved, notice is hereby given to
ANROL CONSTRUCTION—that work may proceed on the
Repair/Repainting of Ynares School Bidg, at Francisco P. Felix

Mem. National High School, JICA -Annex ROTC Ave., Brgy. San Juan, Cainta, Rigal
effective on the day you received this Notice to Proceed

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge recent of this Notice on:

Authorized Signature.

Name of the Representative of the Bidder

3.31.22

LL L. L.L. LARENCE C. CACHO

02/18/2022 a 11

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

This Actual made and offered into by and ben	WPEO.
The PROVINCIAL GOVERNMENT OF RIZAL, a	local government unit, duly organized and
existing under Republic Act No. 7160, with seat of gov-	ernment at the Rizal Provincial Capitol,
Circumferential Road corner P. Oliveros St., Brgy. San Roqu	Antipolo City, represented in this act by
its GOVERNOR, HON. REBECCA A. YNARES, berein ref	Second to se the PROVINCE: and
ES GOVERNOR, HON. REBECCA A. INAKES, BRICIE ICI	gies was me incomice, and
	le amoristanthin/private composition duly
ANROL CONSTRUCTION a so	the proprietors make entrained place of business
organized and existing under the laws of the Republic of the I	ninppines, with principal place of business
and office address at Pesig City	and herein represented by its
Proprietor/President/General Manager, CLARENCE CAC	HO of legal age, rinpino
citizen, single/married, resident of Pasig City	, hereinarter referred to as the
CONTRACTOR. WITNESSETH, That,	
	o and bloods about in
WHEREAS, the PROVINCE declares that certain in	2. s. 2022 namely:
pursuant of the Sangguniang Panialavigan Ordinance No. 0	namely.
Repair/Repainting of Yneres School Building	et Francisco P. Felix Memorial
Netional High School, JICA-Armax ROTC Ave.,	Brov. San Juan, Cainta, Rigal
DECIDIBL DISTO OCCUPATION AND MACA	
HEIGHTAG A. CONTRACTOR	has the formaid and technical commetence
WHEREAS, the CONTRACTOR, warranting that it to undertake the above said infrastructure works, has been do	placed on the Laurent Colculated Responsive
10 mageriage the above said intrastructure works, has been do	has commend and binds itself to undertake
Bid in a public bidding held last 18 February 2022 the construction and completion of the above said infrastru	time works strictly in uncordance with the
the construction and completion of the above said invasion	alone works and practice and enecification in
following standards set furth in the bid documents, approved	refred Thirty Thousand Fight Hundre
consideration of the amount of One Hillion Seven Ha	1,730,862.72), Philippine Currency.
Sixty-Two Pesos & 72/100 (P	, rimppine curvey.
STORE TEMPOPORO A	the facilities must be desired barries
NOW, THEREFORE, for and in consideration of	me foregoing presuses, the parties hereto
hereby agree as follows:	
an appropriate the second seco	a chilb les transfered addition
1. The whole works subject matter of this	Agreement shall be completed within
Forty-Six (46) calendar days, in	accordance with the provisions of the Bid
Documents, Approved Plans, Program of Works and Specif	ications, General and Special Condmons of
Contract, Supplemental or Bid Bulletins, if any, and support	String/related documents as required by the
2016 Revised Implementing Rules and Regulations of Repub	HIC Act No. 9184 and are integrated nerewith
and incorporated herein by way of reference, namely:	
dn d 11 02 - 2022	
a. SP Ordinance No. 02, s. 2022	
 b. Cartificate of Availability of Funds 	E
c. Scope/Program of Work and Detailed Estimate	
d. Plans and Specifications	-44
c. Construction Schedule	
f. Request for Expression of Interest	
g. Bidding Documents including all the documents/s	tatements contained is the winning
bidder/s two (2) bidding envelopes	
h. Bid Security	
i. Addenda and Supplemental Bulletin	
j. Notice of Award of Contract and the Contractor's	Conformity thereto
	8
2. In consideration of the payment to be made by t	he PROVINCE to the CONTRACTOR, the
latter hereby covenants with the PROVINCE to construct and	
this Agreement in conformity with the province of the Contra	
- DOMESTON (1990)	
	,
3. The PROVINCE hereby covenants to pay the	e CONTRACTOR the amount of PESOS
One Million Seven Hundred Thirty Thousand Ei	ght Hundred Sixty-Two Pesos &
3. The PROVINCE hereby covenants to pay the One Million Seven Hundred Thirty Thousand Ei 72/100	e CONTRACTOR the amount of PESOS ight Hundred Sixty-Two Peeos & (P 1,730,862.72), Philippine
One Million Seven Hundred Thirty Thousand Ei 72/100	(P1,730,862.72). Philippine
One Million Seven Hundred Thirty Thousand Ei 72/100 Currency, to consideration of the construction and only up	(P 1,730,862.72), Philippine con completion of the infrastructure works
One Million Seven Hundred Thirty Thousand Ei 72/100	(P 1,730,862.72). Philippine con completion of the infrastructure works ment as a contract price at the time and in the

de

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Hundred Nineteen Thousand Two Hundred Pifty-Eight Pesos & 82/100 (P_519,258.82)

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this !RR shall contain a provision on figuralitied damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0,001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, ounimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the previsions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

14

4.4.

X

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this in 1,5 m lay of at Antipolo City.

ANROL CONSTRUCTION

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

7201371 1110 CQ13701000

CLARENCE CACHO

Hy:

× .

Proprietor/Manager/President

REBECCA A. YNARES Governor #

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIX B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CIRVOGO, RIZAL) 8.8.

BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A YNARES

Passport No. P8239281A

August 5, 2028

Manila

CLARENCE CACHO

TIN NO. 151-542-125

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Repair/Repainting of Ynames School Building at Francisco P. Felix Memorial National High School, JICA-Annex ROTC Ave., Brgy. San Juan, Cainta, Rizal

WITNESS MY HAND AND SEAL this 1111 17 12 ay of ____

at Rizal Provincial

Capitol, Antipolo City.

Doc No. 202
Page No. 42
Book No. 4
Series 20 22.

NOTARY PUBLIC
for Angono, Binangonan & Cardona
all in the PROWNETARY PUBLIC

(by virtue of B.M. 3795, September 28, 2021) Adm. Matter 19-006

Roll of Attorneys No. 69250 PTA No. 17132074 / January 3, 2022 / Riza! IBP Lifetime Member No. 016632 / Riza!



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 March, 2023.

MR. LAURO A. UBIADAS KIT UBIADAS CONSTRUCTION CORP. Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the Repair/Repainting of Ynares Multi-Purpose Covered Court at Saint Anthony effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

3-ブルアン

Authorized Signature:

Name of the Representative of the Bidder:

LAURÓ A. UBIADAS

CONTRACT AGREEMENT 12

KNOW ALL MEN BY THESE PRESENTS:

	This AGREEMENT made and outcred	into by and betw	een:	
exis	The PROVINCIAL GOVERNMENT ting under Republic Act No. 7160, wit temforeutial Road corner P. Oliveros St., F	th seat of gove	mment at the	Rizal Provincial Capitol
5 (GOVERNOR, HON. REBECCA A. YNA	RES, herein refe	rred to as the PI	ROVINCE; and
	ET: PALADAS CONSTRUCTION CORPORAT			
OFF	enized and existing myler the laws of the R	emblic of the Pi	nilimmines, with t	principal place of business
Pro	office address et Binengons prietor/President/General Manager, zen, single/married, resident of Bine	LAURO M. UBLA Encouer. Rize	L herein	of legal ago, Filipso after referred to an to
CO	NTRACTOR, WIFNESSETH, That,			9
	WHEREAS, the PROVINCE declares	s that cortain infi	astropture work	s should be constructed i
pur	suant of the Sangguniang Panlalawigan Or	rdinance No. 02	, g. 2022	namely:
	Heroit, Legarating of Ymeres to	Iti-Instage C	over thet	et Saint Anthony
	WHEREAS, the CONTRACTOR, wa	arranting that it b	as the financial	and, technical competent
to	undertake the above said infrastructure way	rice has been dec	larod 33 ibe Low	test Carculation Responsit
Bi/	t in a replic hidding held last 15 TOUT	UPIV ZUZZ	has accepted at	NG COLLECTA TERCOTE STO OTTERNORSHIP
the	construction and completion of the above	e said infrastruc	oute works sinc	TA ID SECOLUMNICA MINI P
fol	lowing standards set forth in the bid docum	ents sonroved to	lans, proxitati ol	WORKS AND SPECIFICATION
COL	nsideration of the amount of Seven	undred Fifty-	Cale taging and	Digit number
Se	eventy-the Peter & 22/100	(P	131,11.26	, Printppine Currency
C	1. The whole works subject m Ninety (90) on ocuments, Approved Plans, Program of Westract, Supplemental or Bid Bulletins, if	dendar days, in crite and Specifi	accordance with cations, General rting/related doc	and Special Conditions aments as required by t
an	d incorporated herein by way of reference,	namely:	ic Act No. 9184	and are integrated motors
	s. SP Ordinance No. 02, s. 2022			123
	 Cartificate of Availability of Fund 			
	 Scope/Program of Work and Detail 	iled Estimate		
	d. Plans and Specifications			
	o. Construction Schedule			
	f. Request for Expression of Interest			
	 Bidding Documents including all t 		ateroonts commi	red is the witning
	bidder/s two (2) bidding enveloper	S		
	h. Bid Security			
	 Addenda and Supplemental Bulleti 			
	 Notice of Award of Contract and B 	he Contractor's C		rt/cs
			Conformity there	
ŀ	In consideration of the payment	to be made by th	n PROVINCE	to the CONTRACTOR,
	In consideration of the payment of nex hereby covenants with the PROVINCE	to be made by th	n PROVINCE	to the CONTRACTOR,
	 In consideration of the payment sex hereby covenants with the PROVINCE at Agreement in conformity with the provin 	to be made by the	e PROVINCE	to the CONTRACTOR,
	see hereby covenants with the PROVINCE as Agreement in conformity with the provin	to be made by the local struct and nee of the Contract	se PROVINCE complete the int ±	to the CONFRACTOR, (instructure works subject
	ex hereby covenants with the PROVINCE is Agreement in conformity with the proving 3. The PROVINCE hereby coven	to be made by the location the Contract that the Contract that is pay the	ee PROVINCE complete the int	to the CONTRACTOR, the instructure works subject
_	see hereby covenants with the PROVINCE as Agreement in conformity with the provin	to be made by the location the Contract that the Contract that is pay the	complete the int	to the CONTRACTOR, of restructure works subject of PESO
~	3. The PROVINCE hereby coven Seven Hundred Fifty-One Thousand	to be made by the location to construct and nee of the Contract units is pay the difficult hundred	complete the integration of the contractor of th	in the CONTRACTOR, instructure works subject OR the smoont of PESO ne Pesos 3 22/100 , 871.22), Philipp
Č	3. The PROVINCE bereby coven Seven Hundred Fifty-One Thousand	to be made by the to construct and nee of the Contract tants to pay the different Hundred and only up	CONTRACTO (P /51	o the CONTRACTOR, frastructure works subject the amount of PES ne Pesos 3 22/100, 871.22), Philipp of the infrastructure wo
Ţ	3. The PROVINCE hereby coven Seven Hundred Fifty-One Thousand	to be made by the location and only upon of this Agreen	CONTRACTO (P /51 con completion contractors	or the CONTRACTOR, frastructure works subject the amount of PES ne Pesos 3 22/100, 871.22), Philipp of the infrastructure wo t price at the time and in

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to
 any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Twenty-Five Thousand Five Hundred Sixty-One Pesos & 37/100 (P_225, 561.37)

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit-

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be psyable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed partion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the uniount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVENCE;
- That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sostained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

₹ \$ referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages. and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

furisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this MAR 17 202 of at Antipolo City,

KIT add may constitution designation

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

00.

By:

Governor

LARGO IN CULADAS Proprietor/Manager/President

WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITAGORO, POLO

BEFORE ME, a Notary Public for and in Amipolo City, personally appeared the following

Name/Entity

Valid ID Presented:

Date

Place

HON, REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Magnila

LAUNG M. COLADAS

TIN NO. 008-410-689

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present

This matrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Repair/Repainting of Ymares Wulti-Durpose Several Chart at Waint Anthony

WITNESS MY HAND AND SEAL this MAR 17 2022 of Capitol, Antipolo City.

Doc No. Page No. ___

Book No Series 20 2

for Anguno, Binangonan & Cardona all OTARY PUBL OF RIZAL Extended until June 37, 2022 (by virtue of B.M. 3795, September 15, 2021)

Adm. Matter 19-006 Roll of Attorneys No. 89250 PTR No. 17132074 (January 3, 202 : Ric IBF) detime Member No. 01863 * Nasi



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

17 March, 2022

MR. LAURO A. UBIAĐAS KIT UBIADAS CONSTRUCTION CORP. Binangonan, Rizal

Dear Mr. Ubjadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBLADAS CONSTRUCTION CORP.—that work may proceed on the Improvement of Drainage Canal at Matakimik St., Brgs, San Roque, Cainta, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

30,00

Authorized Signature:

Name of the Representative of the Bidder:

LAURO A. EBIADAS

KNOW ALL MEN BY THESE PRESENTS:	
This AGREEMENT made and entered into by and between:	
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized at existing under Republic Act No. 7150, with seat of government at the Rizal Provincial Capito Circumferential Road corner P. Oliveres St., Bugy, San Roque, Antipolo City, represented in this act to the GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and	H,
1017 UP IADAS CONSTRUCTION CORPORATION . a sole proprietorship/private corporation, de	ly
organized and existing under the laws of the Republic of the Philippines, with principal place of busines and office address at Binengonen, Rizel , and herein represented by Proprietor/President/General Manager, LAURO :: UBIADAS , of legal age, Filipinest, single/married, resident of Binengonen, Rizel , hereinafter referred to as to CONTRACTOR, WITNESSETH, That,	its Iso
WHEREAS, the PROVINCE declares that cortain infrastructure works should be constructed	'n
pursuant of the Sangguniang Panlalawigan Ordinance No 01, 8, 2022 namely:	
innurvation of trainage Causi at Materian It., Bory. San Roque, Calibr,	
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competer to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsible in a public bidding held last 18 February 2022 has accepted and binds itself to undertake construction and completion of the above said infrastructure works strictly in accordance with following standards set forth in the bid documents, approved plans, program of works and specification consideration of the amount of One 1411 ion Two hundred Sixty-Five Thousand Nine	ike the in
Issuers Fifty Pesos 4 64/100 (P1,285,950.64), Philippine Current	,.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties her	eto
hereby agree as follows:	
1. The whole works subject matter of this Agreement shill be completed with the provisions of the land the provisions of the land Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated hereward incorporated herein by way of reference, namely:	of the
a. SP Ordinance No. 01, e. 2022	
b. Cartificate of Availability of Funds	
c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications	
e. Construction Schedule	
f. Request for Expression of interest	
g. Bidding Documents including all the documents/statements contained it the winning	
bidder/s two (2) bidding envelopes	
h. Bid Security	
i. Addenda and Supplemental Bulletin	
 Notice of Award of Contract and the Contractor's Conformity thereto 	
 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, faster hereby coverages with the PROVINCE to construct and complete the infrastructure works subject this Agreement in conformity with the province of the Contract; 	the t of
3. The PROVINCE hereby coverages to pay the CONTRACTOR the amount of PES	OS

One Million Two Hundred Sixty-Five Thousand Nine Hundred Fifty Pesos 3 64/100 (P1,265,950.64), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works

unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three hundred Seventy-Nine Thousand Seven Bundred Eighty-Five Pesos & 19/100 (p 379, 785.19

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be poyable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10 The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to revolved shall be

8

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 13 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages. and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this \$2.17 200 bay of at Antipolo City.

KIT UBIADAS CONSTRUCTION CORPORATION

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

LAURO M. UBIADAS

Proprietor/Manager/President

By:

REBECCA A. YNARES

WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY

BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON REBECCA A YNARES

Passport No P8239281A

August 5, 2028

Manila

LAURO H. UBIADAS

TIN NO. 008-410-689

All known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for

Improvement of Drainage Canal at Matabimik St., Brgy. San Roque, Cainta, Rizal

WITNESS MY HAND AND SEAL this YAR 17 200by of _ Capitol, Antipolo City.

Doc No. Page No. Book No.

Series 20 72

at Rizal Provincial

NOTARY PUBLIC for Anguno, Binangonan & Cardona all in HOTARIX HUBLACAL

Extended until June 30, 2022 (by virtue of B.M. 3795, September 28, 2021) Adm. Matter 19-006

Roll of Attorneys No. 59250 PTR No. 17132074 / January 3, 2022 / Rúzi as No. 0160



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 March, 2022

MR. LAURO A. UBIADAS KIT UBIADAS CONSTRUCTION CORP., Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP.—that work may proceed on the Concreting of Road at J.P. Rizal Sc. Purok 3, Brgv. Subay, Cardona, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours.

REBECCA A. YNARES

Governor.

I acknowledge receipt of this Notice on:

(4/1/17)

Authorized Signature:

Name of the Representative of the Bidder:

LAURO A. EBIADAS

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Olivores St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and

organized and existing under the laws of and office address at Binange	f the Republic o		, with princi	te corporation, duly pal place of business epresented by its
Proprietor/President/General Manager, citizen, single/married, resident of CONTRACTOR. WITNESSETH, The	LAURO M. Binengonen,	UBIADAS	, of	legal age, Filipino referred to as the
WHEREAS, the PROVINCE of pursuant of the Sanggunlang Panlalawig	eclares that cert gan Ordinance i	oin infrastructur	e works sho	uld be constructed in namely:
Concreting of Road at J.P.				Cardons, Rizel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 18 February 2022 ____, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Two Hundred Seventy-Six Thousand One Hundred Pesos 6 87/100 _____, Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereto hereby agree as follows:

- i. The whole works subject matter of this Agreement shell be completed within Eighty (80) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if my, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 01, s. 2022
 - b. Cortificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plane and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

 The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS
One Million Two Hundred Seventy-Six Thousand One Hundred Pesos & 87/100
(P1, 276, 100. 87), Philippin
Currency, to consideration of the construction and only upon completion of the infrastructure works
unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the
manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Eighty-Two Thousand Eight Hundred Thirty Pesos & 26/100 (P 382,830.26)

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;

the Bidding Documents;

- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or testitution shall be applicable in the implementation of this Agreement,

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the Aquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing [14] to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed to proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have bereunto signed this Agreement this 17 2022 day of at Antipolo City.

KIT UBIADAS CONSTRUCTION CORPORATION

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By: 00

LAURO M. UBIADAS

Proprietor/Manager/President

By:

REBECCA A. YNARES

Governor

WITNESSES

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY (20), Rizal) S.S.

BEFORE ME, a Notary Public for and in Attripolo City, personally appeared the following

Name/Entity

Valid ID Presented

Date

Piace

HON, REBECCA A, YNARES

Passport No. P8239281A

August 5, 2028

Manila

LAURO M. UBIADAS

TIN NO. 008-410-689

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Concreting of Road at J.P. Rizel St., Purok 1, Brgy. Subay, Cardons, Rizel

WITNESS MY HAND AND SEAL this MAR 17 1020 ay of Capitol, Antipolo City.

Doc No.

Page No _ Book No.

Series 20 22

ATTY SHINA IN RICE L. SANTOS NOTARY PUBLIC for Angono, Binangonan & Cardona all in the PROVINCE OF RIZAL

Extended TARY PUBLIC 2021)

Adm. Matter 19-006 Roll of Attorneys No. 59250 PTR No. 17132074 / January 3, 2022 / Rizal IBP Lifetime Member No. 016632 | Rizal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 March, 2022

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baias, Rizal

Dear Engr. Villaroman:

The attached Contract Agreement having been approved, notice is hereby given to LARD BUILDERS—that work may proceed on the

Concreting of Road at Sitin Manggahan, Brgy, 2nd District, Jolajala, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on.

Authorized Signature:

Name of the Representative of the Bidder

◆ シャンテト

RENATO O VILLAROMAN

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT rusde and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
LARD BUILDERS a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Berss, Rizel, and herein represented by its Proprietor/President/General Manager, RENATO VILLAROMAN, of legal age, Filipino citizen, single/married, resident of Rares, Rizel, hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguntang Panialawigan Ordinance No. 01, 3, 2022 namely:
Concreting of Road at Sitio Hanggahan, Brgy, 2nd District, Jalejela, Rival
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 18 February 2022 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Five Hundred Eight-One Thousand Seven Hundred Ninety-Five Pesos & 35/100 (P 581,795.35), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated horswith and incorporated berein by way of reference, namely:
a. SP Ordinance No. 01, 1. 2022
b. Cartificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate
d. Plans and Specifications
e. Construction Schedule
f. Request for Expression of luxerest
 g. Bidding Documents including all the documents/statements contained it the winning bidden/s two (2) bidding envelopes
prefer a two (2) produing enveropes

18

h. Bid Security

i. Addenda and Supplemental Bulletin.

j. Notice of Award of Contract and the Contractor's Conformity thereto

 In consideration of the paymont to be made by the PROVINCE to the CONTRACTOR, the laster hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby coverages to pay the CONTRACTOR the amount of PESOS Five furnitied Eighty-One (house) Seven hundred Ninety-Five Pesos 6 35/10.

(P 581,795.35), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Hundred Seventy-Four Thousand Five Hundred Inity-Right Pesos & 61/100 (P 174,538.61

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2005, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's bealth and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws:
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract heroinafter referred to:
- 14. CONTRACTOR undertakes to psy taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without projudice, however to any mutual agreement of the parties hereto to agree in writing 15 to resort to other alternative modes of disputes resolution.

Without projudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in layer of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this AR 17 202 day of at Antipolo City. LARD BUILDERS RIZAL PROVINCIAL GOVERNMENT Entiry/Firm/Corporation By: By. LAROMAN REBECCA A. YNARES Proprietor/Manager/President Governor WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITYNO, ROTE) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Date Name/Entity Valid ID Presented Passport No. P8239281A August 5, 2028 Manila HON, REBECCA A. YNARES

All known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present

TIN NO. 119-041-448

RENATO VILLAROMAN

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Concreting of Road at Sitio Mauggahan, Brgy. 2nd District, Jelejale, Rizal

Carlotte and the carlot	50-23
WITNESS MY HAND AND SEAL this MAD 11 700 of	at Rizal Provincial
Capitol, Antipolo City.	Cd.
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Series 20_21	Exh. depart Line 13, 2022 (by virtue of B.M. 3785, September 28, 2021) Adm. Matter 19-008
	PTR No. 17132074 / January 3, 2022 / Rizal ISP Lifetime Member No. 016632 / Rizal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 March, 2022

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman:

The attached Contract Agreement having been approved, notice is hereby given to **LARD BUILDERS**—that work may proceed on the

Repair/Repainting of Ynares Multi-Purpose Covered Court and Stage at Pagkalinawan Elem. School, Brgy. Pagkalinawan, Jalajala, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder:

301.20

VILLAROMAN

02/18/2022 # 16

KNOW ALL MEN BY THESE PRESENTS:

	This AGREEMENT made and entered into by and between:	a
1	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized an existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capito	Ŀ,
- (Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act of	y
1	S GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and	
	LARD BUILDERS , a sole proprietorship/private corporation, dul	y
		20
3	and office address at Berrey, Rizel , and berein represented by its Proprietor/President/General Manager, RENATO VILLARCHAN , of legal age, Filipin citizen, single/married, resident of Berrey, Rizel , hereinafter referred to se the	ň
3	Proprietor/President/General Manager, RENATO VILLANCEAN ST LEGAL ORS, THE STATE OF	ie
8	CONTRACTOR, WIFNESSETH, Thut,	
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	Bid in a public bidding held last 18 February 2022 has accepted and binds itself to undertail the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification consideration of the amount of Seven Hundred Thirty-Six Thousand Flym Hundred Sixty Pesce & 21/100 (P 735, 560, 21), Philippine Currency NOW, THEREPORE, for and in consideration of the foregoing premises, the parties here hereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed with Sixty (60) calendar days, in accordance with the provisions of the E Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions Contracts, Supplemental or Bid Bulletins, if tary, and supporting/related documents as required by the contracts Supplemental or Bid Bulletins, if tary, and supporting/related documents as required by the contracts of the supporting/related documents as required by the contracts of the supporting/related documents as required by the contracts of the supporting/related documents as required by the contracts of the supporting/related documents as required by the contracts of the supporting/related documents as required by the contracts of the supporting/related documents as required by the contracts of the supporting/related documents as required by the contracts of the supporting related documents as required by the contracts of the supporting related documents as required by the contracts of the supporting related documents as required by the contracts of the supporting related documents as required by the contracts of the supporting related documents as required by the contracts of the supporting related documents are contracted to the supporting required to the supporting related to	ki ki ii ii ii oh
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f. Request for Expression of Interest

g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes

h. Bid Scourity

Addenda and Supplemental Bulletin

j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the luster hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Seven Hundred Thirty-Six Thousand Five Hundred Sixty Peros & 21/100 (P 736,560,21 Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the massurer prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor,

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Twenty Thousand Nine Hundred Sixty-Fight Pence 4 06/100 (P 220, 968.06)

 Philippine Corrency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVENCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement:

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- 186
- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
 - 10 The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
 - 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR:
 - 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
 - 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 4
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will eatitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

thereto: The process on ent, without prejudice, any to resort to other alternative modes of disputes resolution.

of this

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any entaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this ____ day of at Antipolo City.

	LARD MITLIPERS		RIZA	a, PROVINCIAL	GOVERNMENT
By:			By:		
		dunt		REB	
			WITNESSES		
				MA. VICTO	AGALET ASKIN

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES; ANTIPOLO) S.S.

BEFORE ME, a Notary Public for and in City, personally appeared the followin Name/Entity Valid ID Presented Date Place
HON REBECCA A YNARES Passpon No. P8239281A August 5, 2028 Manile

THY OTAGE

me person's se the and deed present.

This instrument, consisting of three (3) pages including this page wherein this written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for.

Rece o res Multi-Purpose Covered Court S at Linaven ary Pagkalinevan, Jalejela, Rizel

WITNESS MY HAND AND SEAL this of Capitol, Antipolo City.

Doc No 194

ELSAMITOS

1007, Ringbound

5007, Ringbound

8007, 2008

Explicate on control (1, 720)

(by visue of D.Ar. 1010, B. (10 press 20, 2021)

As not respect to 10250

PTRIMA 121/2077 (1/15 in the 3/2 1072 (1975))

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

MR. GERALD KENN SJ. BILOG

GKB BUILDERS that work may proceed on the

Name of the Representative of the Bidder: GERALD KENN SJ. BILOG

CONTRACT AGREEMENT 13

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF REZAL, a local government unit, duly organized and
existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol,
Circumferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by
its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and

GKB BUILDERS	a sole pr	oprietorship/private corporation, duly
organized and existing under the laws of and office address at Moroc		
Proprietor/President/General Manager, citizen, single/married, resident of	Morong, Rizal	, hereinafter referred to as the
CONTRACTOR, WITNESSETH, That	,	

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganiang Panlalawigan Ordinance No.

Improvement of Yneres Multi-Purpose Covered Court and Stage at Pagkalinewan Elementary School, Brgy. Pagkalinewan, Jalajala, Rizel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last hereafter has accepted and binds itself to undertake the construction and completion of the above said intrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Seven Hundred Seventy-Five Toousand Seven Hundred Forty-Seven Pesos 48/100 (P), Philippine Cerrency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. The whole works subject matter of this Agreement shell be completed within Seventy-Six

(76) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Coutract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 01, s. 2022
- Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the grount of PESOS Seven Hundred Seventy-Five Thousand Seven Hundred Forty-Seven Pesos & 48/100

 (P 775,747,48). Philippine

Currency, in consideration of the construction and only upon completion of the infragracture unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;







- 4. The CONTRACTOR warrants that he has not given nor promised to give any memory or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Thirty-Two Thousand Seven Hundred Twenty-Four Pesos & 24/100 (P 232,724.24)

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed partion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's bealth and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be



referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or sait out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have because signed this Agreement this MAS 11 1077 day of at Antipolo City.

GKB BUILDERS

Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

. .

By:

Ву:

GERALD KENNES, J. BILOG
Proprietor/Manager/President

Governor S

WITNESSES

LOLITA BODE GUZMAN

MA, VICTÒRIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITYGONO, Rizal) S.S.

BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manila

GERALD KENN S.J. BILOG

TIN NO. 196-519-323

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present

This instructiont, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Improvement of Ynares Multi-Purpose Covered Court and Stage at Pagkalinawan Elementary School, Brgy. Pagkalinawan, Jalajala, Rizal

WITNESS MY HAND AND SEAL this 49 17 2022day of Capitol, Antipolo City

Doc No. 21)

Page No 44 Book No. 4

Series 20 22.

ATT. ANNA MARIE L SANTOS

NOTARY PUBLIC

for Angonu, Binangonan & Cardona
all in the PROVINCE OF RIZAL

NOTARY PUBLIC 30, 2022

(by virtue of B.M. 3795, September 28, 2021)

Adm. Matter 19-006

Roll of Attorneys No. 69250

PTR No. 17132074 / January 3, 2022 / Rizel

IBF Lifetime Member No. 018632 / Rizel



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 March, 2022

MR. EDWIN G. FRANCISCO EGF ENTERPRISES AND CONSTRUCTION Teresa, Rizal

Dear Mr. Francisco:

The attached Contract Agreement having been approved, notice is hereby given to EGF ENTERPRISES AND CONSTRUCTION—that work may proceed on the Repair/Repainting/Improvement of Ynares Multi-Purpose Covered Court and Ynares Multi-Purpose Huilding at Begy. Punta and Brgy. Special District, Jalajala, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder:

EDWIN G. FRANCISCO

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and
existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol,
Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by
its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and

organized and existing under the laws of t and office address at Teress Proprietor/President/General Manager,	he Republic of the Philippines, with principal place of busi	its:
Proprietor/President/General Manager, citizen, single/married, resident of CONTRACTOR. WITNESSETH, That,	Teress, Rizel , horeinafter referred to as	the
pursuant of the Sangguniang Panlalawiga	lares that certain infrastructure works should be constructed in Ordinance No. 02, 5, 2022/01, 8, 2022 namely:	ed im
Downin (Donni at the / Yumpersoner	t of Ynares Multi-Furrore Covered Court end g et Brgy. Punte end Brgy. Special Pistrict,	

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 18 February 2022 ______ has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards as forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Three Hundred Fifty-Seven Thousand Forty
Three Pasce 4 32/100 (21, 357, 049-32), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

- 1. The whole works subject matter of this Agreement shall be completed within One Hundred (100) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated barein by way of reference, namely:
 - a. SP Ordinance No. 02, s. 2022/01, s. 2022
 - b. Cartificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the laser hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Three Hundred Fifty-Seven Thousand Forty-Nine Pegos \$ 32/100 (P 1,357,049.32), Philippine

Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;



- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred Seven Thousand One Hundred Fourteen Pesos 5 80/100 (P 407,114.80)

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement,

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed partion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without projudice to other courses of action and remedies avoilable under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR:
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the corrupctone of the Construction Industry Arbitration Commission to resolved shall be





referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 4 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfaiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have becomes signed this Agreement this MAR 17 2007 of at Antipolo City.

EGF ENTERPRISES AND CONSTRUCTION

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

Proprietor/Manager/President

By:

REBECCA A. YNARES

Governor

WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY

BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Mamila

EDWIN FRANCISCO

TIN NO. 133-189-386

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Repair/Repainting/Improvement of Ynares Multi-Purpose covered Court and Ynares MultiePurpose Building et Brgy. Funts and Brgy. Special District, Jelsjala,

Rizel

WITNESS MY HAND AND SEAL this MAR 17 2022 day of Capitol, Antipolo City.

at Rizal Provincial

Doc No. Page No Book No. Scries 20 22

NOTARY PUBLIC for Angono, Binangonan & Cardona all in the REGIANCE DE BIZAL Extended until June 30, 2022 (by virtue of B.M. 3795, September 28, 2021)

Adm. Matter 19-006

Roll of Attorneys No. 69250

PTR No. 17132074 / January 3, 2022 / Rizal

IBP Lifetime Member No. 016632 / Rizal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 March, 2022

MR. GERALD KENN SJ. BHLOG GKB BUILDERS Morong, Rizal

Dear Mr. Bilog:

The attached Contract Agreement having been approved, notice is hereby given to GKB BUILDERS that work may proceed on the

Repair/Repainting of Various Ynares Waiting Shed & Welcome Arc at Brgy Polaypolay, Jalojala, Rical effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours.

REBECCA A. YNARES

Governor

I acknowledge receipt of this Nonce on.

JAMEN

Authorized Signature:

Name of the Representative of the Bidder:

GERALD KENN SJ. BILOG

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entere	d into by and between:		
The PROVINCIAL GOVERNMEN existing under Republic Act No. 7160, we Circumferential Road corner P. Oliveros St., its GOVERNOR, HON. REBECCA A. YN.	nth seat of government Brgy, San Roque, Antip	at the Rizal Provincial Colo City, represented in this	apitol,
GKB BUILDERS	a sole propr	ietership/private corporation	n, duly
organized and existing under the laws of the and office address at Morong, Proprietor/President/General Manager, GEneral Contractor, single/married, resident of Morong Contractor, Witnesseth, That,	Republic of the Philippin Rizel and ALD KENN S.J. BHO	es, with principal place of but the principal place of but the principal age, Figure 1	usinėss vy its ilipino
WHEREAS, the PROVINCE declare pursuant of the Sangguntang Panlaluwigan C	es that certain infrastruct Ordinance No. 02, s.	are works should be constru 2023 Lame	cted in ly:
Repair/Repainting of various Brgy. Palaypalay, Jalajala, R		4 Welcome Arc at	
WHEREAS, the CONTRACTOR, we to undertake the above said infrastructure we Bid in a public bidding held last 18 Febru the construction and completion of the about following standards set forth in the bid document consideration of the amount of Four Harmont 28/100	orks, has been declared as pary 2022 has ac ve said infrastructure wo ments, approved plans, pr ments approved plans, pr	the Lowest Calculated Resp cepted and binds itself to un aks strictly in accordance w ogram of works and specific	ponsive dertake with the ation in
NOW, THEREFORE, for and in a hereby agree as follows:	consideration of the fore	going premises, the parties	herete
l. The whole works subject to Sixty (60) comments, Approved Plans, Program of W. Contract, Supplemental or Bid Bulletins, it 2016 Revised Implementing Rules and Regulated incorporated herein by way of reference,	alendar days, in accorda forks and Specifications. f apy, and supporting/rel latious of Republic Act.	nce with the provisions of the General and Special Conditionated decignents as required	the Pic firms of by the
a. SP Ordinanco No. 02, s. 2022	,		
b Certificate of Availability of Fun		500	
c. Scope/Program of Work and Dets			
d. Plans and Specifications	ATAM MAILINNAA		
e. Construction Schodulo			
f. Request for Expression of Interest			



- g. Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes
- Bid Security
- Addersia and Supplemental Bulletin.
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- The PROVINCE hereby covenants to pay the CONTRACTOR the section of PESOS Four Handred Three Thousand Three Handred Ninety-Five Pesos & 28/100

 (P 403, 395.28), Philippine Currency, la consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract.

 It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Hundred Twenty-One Thousand Eighteen

Pesos 6 58/100 (P 121,018.58)

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- 6 Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The prevision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the psyment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, uninimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to there in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes prising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

1

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

19

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the hidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have bereunto signed this Agreement thil MAR 17 2027 of at Antipolo City.

GKB BUILDERS

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

By:

GERALD KENDELJ, BILOG

Proprietor/Manager/President

y:

REBECCA A. YNARES
Governor

WITNESSES

LOLITA E DE SUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CHANGORO, Rizal) S.S.

BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manila

at Rizal Provincial

GERALD KENN S.J. BILOG

TIN NO. 196-519-323

All known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Repair/Repainting of various Ynares Waiting Shed & Welcome Arc at Brgy. Palaypelay, Jelajala, Rizal

WITNESS MY HAND AND SEAL 17 2022 day of Capitol, Antipolo City.

Doc No. 48

Book No. 4 Series 20 22. ATTY ANNA MARIE L. SANTOS

NOTARY PUBLIC

for Anguno, Binangonan & Cardona
all in the PROVINCE OF RIZAL

Extended until June 30, 2022

(by virtue of B.M. 3795, September 28, 2021) Adm. Matter 19-006

PTR No. 17132074 / January 3, 2022 / Riza* IBF Lifetime Member No. 016632 / Riza*



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 March, 2022

MR. GERALD KENN SJ. BILOG GKB BUILDERS Morong, Rizal

Dear Mr. Bilog:

The attached Contract Agreement having been approved, notice is hereby given to **GKB BUILDERS** that work may proceed on the

Repair/Repainting of Stage at Roman Tantiongen Mem. Elem. School, Brgy. San Juan, Morong, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours.

3

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

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Authorized Signature;

Name of the Representative of the Bidder:

GERALD KENN SL BILOG

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

existing under Republic Act No. 7160 Circumferential Road corner P. Oliveros	EENT OF RIZAL, a local government unit, duly organized and), with seat of government at the Rizal Provincial Capital, St., Brgy. San Roque, Antipolo City, represented in this act by YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of and office address at Morong	, a sole proprietorship/private corporation, duly the Republic of the Philippines, with principal place of business Rizel and herein represented by its
	Morrong, Rizel hereinafter referred to as the
WHEREAS, the PROVINCE do pursuant of the Sangguniang Panialawiga	clares that certain infrastructure works should in constitucion in Ordinance No. 02, 5, 2022 namely:

Repeir/Repeinting of Stage at Roman Tantiongco Memorial Elementary School, Brgy. San Juan, Morong, Rizal

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

- 1. The whole works subject matter of this Agreement shell be completed within Forty-Five (45) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated because its and incorporated herein by way of reference, namely:
 - a, SP Ordinance No. 02, 6. 2022
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detaited Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- The PROVINCE hereby covenants to pay the CONTRACTOR the emount of PESOS Two Hundred Thirty-Two Thousand Ninety-Nine Pesos & 95/100

Currency, is consideration of the construction and only upon completion of the intrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

16



4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Sixty-Nine Thousand Six Hundred Twenty-Nine Pesos 8-99/100 (P 69,629.99

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the Itquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR:
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR, and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages. and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the p	earties have hereunto signed this Agreement this MAR 17 2000, of olo City.
Entity/Firm/Corporation	RIZAL PROVINCIAL GOVERNMENT
Ву:	By:
GERALD KERS.J. BILOG Proprietor/Manager/President	REBECCA A. YNARES Governor
	WITNESSES
LOLITA B. DE GUZMAN	MA. VICTORIA B. TEJADA
NOTAL	RIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CFIYOTO, PUZE) 5.5.

BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manila

GENALD KENN S.J. BILOG

રાક

TTN NO. 196-519-323

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Repeir/Repeinting of Stage at Roman Tantiongco Memorial Elementary School, Brgy Sen Juan Morong, Risal

WITNESS MY HAND AND SEAL dis-Capitol, Antipolo City.

ATTY, ANNA MARIE L. SANTOS NOTARY PUBLIC

at Rizal Provincial

for Angono, Binangonan & Cardona all in the PROVINCE OF RIZAL Extended ARY PUBLIC 22

(by virtue of B.M. 3795, September 25, 202 Adm. Matter 19-006

Series 20 22.

Doc No. Page No. Book No.

> Roll of Attorneys No. 69250 17132074 / January 3, 2022 / Rig



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 March, 2022

MR. OLIVER O. AQUINO OLIVER AQUINO CONSTRUCTION Briangonan, Rizal

Dear Mr. Aquino:

The attached Contract Agreement having been approved, notice is hereby given to
OLIVER AQUINO CONSTRUCTION—that work may proceed on the
Asphalt Overlay/Concrete Reblocking of Vicencio St., Brgy, Niogan, Pillia, Rizatelischive on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal,

Very truly yours,

REBECCA A, YNARES

Governor

I acknowledge receipt of this Notice on:

すろうか

Authorized Signature:

Name of the Representative of the Bidder

OLIVER O. AQUINO

KNOW ALL MEN BY THESE PRESENTS:

Circumferent	er Republic Actial Road corner NOR, HON. REI	t No. 7160, 1 P. Oliveres St.	with seat of ; , Brgy San R	government oque, Antipo	at the Riza lo City, repr	resented in th	Capitol,
	TUTO ACEITED	CONCERNITOR		anla monti	etorchin/nrix	ate cornorat	ion duly
organized an ud office Proprietor/Pr sitizen, sing	d existing under address at resident/General gle/married, resident/TOR. WITNESS	the laws of the Binango Manager, dent of	Republic of t	he Philippine	es, with princ	cipal place of represented	business by its
WH pursuant of	EREAS, the PRO	OVINCE decla Panlalawigan	res that certain Ordinance No	ol, s. 2	oze works sh	ould be cons	tructed in nely:
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to undertake Bid in a pul the construction following st	EREAS, the CO the above said is blic bidding held ction and comple tandards set forth on of the amoun	infrastructure v last 18 Feb etion of the ab in the bid doc et. of Elizab	vorks, has been gusey 2022 ove said infra uments, approv	has acc structure wo yed plans, pro	epted and bi rks strictly i ogram of wor	inds itself to in accordance rks and speci i Three Hur	undertak with the fication is dred
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- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5 It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Flfty-Seven Thousand Two Hundred Sixteen Perce 4 19/100 (P 257, 216.19)

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE,
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods. Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0,001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's bealth and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to there in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the laternal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

Ser Service Company

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any manual agreement of the parties hereto to agree in writing. to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its huplementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Invisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this day of at Antipole City.

DLIVER AQUINO CONSTRUCTION

Entity/Firm/Corporation

By:

By:

Proprietor/Manager/President

REBECCA A. YNARES Governor

RIZAL PROVINCIAL GOVERNMENT

WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY

BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A YNARES

Passport No P8239281A

August 5, 2028

Manila

OLIVER AQUINO

TIN NO. 182-311-289

All known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Asphalt Overley/Concrete Reblocking of Vicencio St., Bray. Niogen, Pilille, Rizel

WITNESS MY HAND AND SEAL thist ... 17 day of Capitol, Antipolo City.

at Rizal Provincial

Doc No. Page No. _ Book No.

Series 20 2

OTARY PUBLICOF REAL

mb. 120 5021) 7.6m. In Roll of Alarmays No. 782 PTR No. 17132074 / January 3, 2022 / Rizal ISP Lifetime Member No. 018632 / Rizol



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 March, 2022

MR. GERALD KENN S.I. BILOG GKB BUILDERS Motong, Rizal

Dear Mr. Bilog:

The attached Contract Agreement having been approved, notice is hereby given to **GKB BUILDERS** that work may proceed on the

Construction of Stone Masonry Headwall (portion) of Wawa Wharf & Boulevard Extension, Brgy. Wawa, Pililla, Rical effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

3 3102

Authorized Signature:

Name of the Representative of the Bidder:

GERALD KENN SJ. BILOG

CONTRACT AGREEMENT 77

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and cale	ered into by and between	
The PROVINCIAL GOVERNM existing under Republic Act No. 7160, Circumferential Road corner P. Oliveros S its GOVERNOR, HON. REBECCA A. Y	St., Brgy. San Roque, Antipolo City, rep.	al Provincial Capitol, resented in this act by
GKB BUILDERS	, a sole proprietorship/priv	rate corporation, duly
organized and existing under the laws of the sand office address at Morong Proprietor/President/General Manager, Citizen, single/married, resident of CONTRACTOR. WITNESSETH, That,	he Republic of the Philippines, with prince Rizel and herein GERALD KENN S.J. BILOG of Morong, Rizel , hereinafte	cipal place of business represented by its legal age, Filipino
WHEREAS the DROVINGE deal	lares that certain infrastructure works sh	mild be constructed in
pursuant of the Sangguniang Pantalawigan		
bouleverd Extension, Ergy, 1	warranting that it has the financial and works, has been declared as the Lowest bruary 2022 has accepted and bi bove said infrastructure works strictly incuments, approved plans, program of wor	Calculated Responsive and steelf to undertake accordance with the ks and specification in Hundred Ten
NOW, THEREFORE, for and it hereby agree as follows:	consideration of the foregoing premis	ses, the parties hereic
	matter of this Agreement shell to calendar days, in accordance with the	
Documents, Approved Plans, Program of Contract, Supplemental or Bid Bulletins, 2016 Revised Implementing Rules and Re and incorporated herein by way of referen	Works and Specifications, General and if any, and supporting/related document gulations of Republic Act No. 9184 and	Special Conditions of this as required by the
a. SP Ordinance No. 01, s. 20	122	
 b. Certificate of Availability of Fr 	unds	
 Scope/Program of Work and D 	etailed Estimate	1.1

- d. Plans and Specifications
- Construction Schedule
- Request for Expression of Interest
- Bidding Documents including all the documents/statements contained it the winning bidder/s two (2) bidding envelopes
- Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- in consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the bases hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

The PROVING	CE hereby covenants to pay	the CONTRACTOR	the amount of E	PESOS
One Hillion Twenty-	Two Thousand Six Hundred	i Ten Pesos & 11/1	100	

Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contract and







- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; 21.
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Six Thousand Seven Hundred

 Eighty-Three Pesos & 03/100 (P 306,783.03)

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embedded in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction industry Arbitration Commission to resolved shall be



referred thereto: The process of arbitration under the foregoing law shall be assumed part of this 7.7. Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative senctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

WITNESSES

LOLITA IL DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CIEXAGORO, RIZBI) S.S.

BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following

Name/Emity

Valid ID Presented

Date

Place

HON REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

IBF Lifetime Member No. 016632 / Rizal

Manila

GERALD KENN S.J. BILOG

TIN NO. 196-519-323

All known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Construction of Stone Mesonry Headwell (portion) of Wawe Wharf & Boulevard Extension, Brgy. Wawe, Pilille, Rizel

Extension	PESA. Mana Litting by progr		
	849		Ances Div
W	ITNESS MY HAND AND SEAL dais '''''	day of	, at Rizal Provincial
Capitol, An	tipolo City.	ATTY ANN	A MARIE L. SANTOS
Doc No.	263	NO	TARY PUBLIC
Page No.	나면	for Angono,	Binangonan & Cardona PRONTE ARY PUBLIC
Book No	4	Extended	contil June 30, 2022
Series 20_/	<u>n</u> .	(by virtue of B.M. Adn	3795, September 28, 2021) Matter 19-006 Attorneys No. 89250 074 / January 3, 2022 / Rizat
		PTR No. 1/132	Ula I Salinari Si acces I Direct



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

17 March, 2022

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman:

The attached Contract Agreement having been approved, notice is hereby given to LARD BUILDERS—that work may proceed on the Repair/Repainting of Brgs. Health Center at Brgs. Niogan, Pililla, Rizal effective on the day you received this Notice to Proceed

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

3 (2) (3.0)

Authorized Signature:

Name of the Representative of the Bidder

RENATO(C) VILLAROMAN

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

LARD BU	JILDERS	a sole]	proprietorship/pri	vate corporation
rganized and existing	under the laws of the l	Republic of the Phil	ippines, with pin	icipai piace of c
nd office address				represented 1
Proprietor/President/G		ENATO VILLAROMA	NO	f legal age,
citizen, single/marrie		Beres, Rizal .	, hereinatt	er referred to
CONTRACTOR. WI	TNESSETH, That,			
WHEREAS, (the PROVINCE declare	s that cortain infras	tructure works si	hould be constru
pursuant of the Sangg	uniang Panlalawigan O	edinance No. 02.	9. 2022	name
1				3.
Repair/Repa	inting of Brgy. H	eelth Center at	Brgy, Stogan	, Pilille, R
WHEREAS,	the CONTRACTOR, w	arranting that it has	the financial and	d, technical com
to undertake the abov	e said infrastructure wo	rks, has been declar	red as the Lowest	Calculated Res
Rid in a public biddir	no held last 18 Febra	unity 2022 h	as accepted and t	omas usem to m
the construction and	completion of the above	ve said infrastructur	re works strictly	in accordance
following standards o	et forth in the bid docum	nents, approved plan	as, program of wo	orks and specific
consideration of the	amount of Five H	endred Sixtu-Fi	oht Thousand	Three Hundre
Pegos I 52/100		(P 5	68,307,52), Philippine Cu
THEY'R THE ARCAYO				
NOW THE	REFORE, for and in a	vaneralerestron of the	A TEMPORALISM TEMPOR	uses, me banac
hereby agree as follows: 1. The whereby where	ws: ole works subject r	natter of this A	greement shall cordance with the	be completed e provisions of
I. The which the second	ws: ole works subject r (_50_) c ed Plans, Program of W stal or Bid Bulletins, if	nation of this A alender days, in ac- forks and Specifican	greement shall cordance with the tions, General and	be completed e provisions of d Special Cond ents as required
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- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Hundred Seventy Thousand Four Hundred Ninety-Two Pesos & 26/100 (P 170,492.26)

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit.

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed partian for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrarors under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be



referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of my unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have bereunto signed this Agreement this in the day of at Antipolo City.

LARD BUILDERS

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

By:

Proprietor/Manager/President

REBECCA A. YNARES
Governor

WITNESSES

LOLITA B. DE COZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY (one. Republic) S.S.

BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following

Name/Entity

Valid (O Presented

Date

Place

HON, REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manila

RENATO VILLAROMAN

TIN NO. 119-041-448

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Repair/Repainting of Brgy. Health Center at Brgy. Niogan, Pililla, Rizal

WITNESS MY HAND AND SEAL Ois	VIR 17 day of	, at Ruzzi Provincial
Capitol, Antipolo City.	-	
and the second s	ATTV	HNA MARIE L. SANTOS

Doc No. 192
Page No 46
Book No 4

Scries 20 🔊

for Angono NOTARY PUBLIC

all in the PACKARY PUBLIC

Extended until June 30, 2022

(by virtue of B.M. 3755, September 28, 2021)

Adm. Mautor 19-005

Roll of Altomoys No. 69250 PTR No. 17132074 / January 3, 2022 / Rizal ISP Lifetime Member No. 018373 / Rizal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 March, 2022

MR. NICKERSON H. SAGUN NICKERSON CONSTRUCTION Rodriguez, Rizal

Dear Mr. Sagun:

The attached Contract Agreement having been approved, notice is hereby given to NICKERSON CONSTRUCTION—that work may proceed on the Repair / Repainting of Ynares School Bidg., of Gen Licerio Geronimo National HighSchool, Brgs. Geronimo, Rodriguez, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Reep one copy and return the other to the Provincial Government of Rizal

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature.

Name of the Representative of the Bidder:

NICKERSON IL SAGUN

KNOW ALL MEN BY THESE PRESENTS:

ircon	fere	ntial	Road	COTECT	P. Ob	rvoros	St., B	gy. Sa	n Roqu	ernment e, Antip ferred to	olo City	y, repr	resem	ted in th	Capito nis act b
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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Six Thousand Three Hundred Sixty-Nine Pesos & 87/100 (P_206,369,87

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Smuctural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind as terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- The implementing rules and guidelines regarding adjustment of Contract Price and/or change. order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR. and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be subspitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the exampetence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereumo signed this Agreement this MAR 17 2022 day of at Antipolo City.

NICKERSON CONSTRUCTION
Entity/Firm/Corporation
By: NICKERSON AGUN
Proprietor/Manager/President

WITNESSES
LOLITA B. DE GOZMAN

RESERVA A. YNARES
GOVERNMENT
WITNESSES

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITYGONO, RIZBI) S.S.

BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following

Name/Entity Valid ID Presented Date Place

HON REBECCA A. YNARES Passport No. P8239281A August 5, 2028 Manile

NICKERSON SAGUN TIN NO. 412-090-913

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Repair/Repainting of Ymeres School Building of Gen Licerio Geronimo National Highschool, Brgy. Geronimo, Rodriguez, Risal

mynachest refly consult		
WITNESS MY HAND AND SEAL th	MAR 17 7077	at Rizal Provincia
Capitol, Antipolo City.	ATTY ANNO	MARIE L. SANTOS
Page No. 45	for Appoints. E	ARY PUBLIC sinangonan & Cardona ROVINCE OF RIZAL TOVINCE OF RIZAL

Page No. 4

Book No. 4

Extended until sum 50, 2022 (by virtue of B.M. 3795, September 28, 2021)

Adm. Matter 19-006

PTR No. 17132074 / January 3, 2022



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

17 March, 2022

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman:

The attached Contract Agreement having been approved, notice is hereby given to LARD BUILDERS—that work may proceed on the

Repair/Repainting/Improvement of Ynares Multi-Purpose Covered Court and Ynares Multi-Purpose Building at Brgy. Ralite, Brgy. San Isidro and Brgy. Burgos, Rodriguez, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES Governor

Lacknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder:

37473

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

LARD BUILDERS	, a. s	ole proprietorship/pri	vate corporation, duly
organized and existing under the and office address at Proprietor/President/General citizen, single/married, resident/CONTRACTOR, WITNESSI	Manager, RENATO VIII ent of Berse, Rizel ETH, That,	and herein AROMAN hereinafte	represented by its f legal age, Filipina er referred to as the
WHEREAS, the PRO pursuant of the Sangguniang F	VINCE declares that certain in Panlalawigan Ordinance No	offastructure works show, s. 2022/01, s	a 2022 namely:
	/Improvement of Ymarca one Building at Brgy. b	Multi-Purpose Con	mered Court and
to undertake the above said in Bid in a public bidding held I the construction and complet	ion of the above said infrastr	has accepted and bucture works grictly	in accordance with the
consideration of the amount	of One Million One m	HELEO DITHERA - Dea.	en Thousand Nine , Philippine Currency.
Page & 49/100	of One Million One m	P 1,197,009.49	, Philippine Currency.
NOW, THEREFORE hereby agree as follows: 1. The whole workingty	is, for and in consideration of this (90) calendar days, it	p 1,197,009.49 f the foregoing premi	be completed within provisions of the Bi
NOW, THEREFORE hereby agree as follows: 1. The whole workingty Documents, Approved Plana, Contract, Supplemental or B	rks subject matter of this (90) calendar days, in Program of Works and Specifid Bulletins, if any, and supplementary and Regulations of Repu	f the foregoing premi	be completed within a provisions of the Bid Special Conditions of
NOW, THEREFORE hereby agree as follows: 1. The whole workingty Documents, Approved Plans, Contract, Supplemental or B 2016 Revised Implementing I and incorporated herein by we as SP Ordinance No.	is, for and in consideration of this subject matter of this (90) calendar days, in Program of Works and Special Bulletins, if any, and support of reference, namely:	f the foregoing premises Agreement shall in accordance with the infications, General and porting/related docume blic Act No. 9184 and	be completed within a provisions of the Bid Special Conditions of
NOW, THEREFORE hereby agree as follows: 1. The whole workingty Documents, Approved Plans, Contract, Supplemental or B 2016 Revised Implementing I and incorporated herein by we see SP Ordinance No. b. Certificate of Ava	i, for and in consideration of this (90) calendar days, in Program of Works and Special Bulletins, if any, and support of reference, namely: 02, s. 2022/61, s. 20 illability of Funds Work and Detailed Estimate	f the foregoing premises Agreement shall in accordance with the infications, General and porting/related docume blic Act No. 9184 and	be completed within a provisions of the Bid Special Conditions of

7

f. Request for Expression of Interest

Construction Schedule

g. Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes

h. Bid Security

i. Addenda and Supplemental Bulletin

j. Notice of Award of Contract and the Contractor's Conformity thereto

 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the laster hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

One Million One Hundred Minety-Seven	Thousand Fine Pesos & 49/100
	(P -1,197,009,49), Philippine
Currency, in consideration of the construction and	
unless otherwise agreed by the parties, subject of this manner prescribed by the Contract and specified in th	

- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Fifty-Nine Thousand One Hundred Two Pesos & 85/100 (P 359,102.85)

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Aci and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be





referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without projudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts

at Antipolo City... LARO BUZULERS RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: Hy: REMATO VILLAROMAN Governor Proprietor/Manager/President WITNESSES B. DE GUZMAN NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.

BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following

Date Place Valid ID Presented Name/Entity August 5, 2028 Manila HON, REBECCA A. YNARES Passport No. P8239281A RENATO VILLAROMAN

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Repetc/Repainting/Improvement of Theres With-Repeat Covered Court and Indiana belti-Porpose Building of degy, solite, bryy, but aside and liegy. Burger,

WITNESS MY HAND AND SEAL this man 17 day of __ Capitol, Antipolo City.

[**4**3 Doc No. Page No. Book No. Scries 20 22

NOTARY PUBLIC



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 March, 2022

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloe Manila

Dear Mr. Cacho:

The attached Contract Agreement having been approved, notice is hereby given to ANROL CONSTRUCTION—that work may proceed on the Repair/Repainting of Ynares Multi-Purpose Covered Court at Sitio Tanag, Brgy. San Isidro, Rodriguez, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please ucknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Reep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

S MON

Authorized Signature.

Name of the Representative of the Bidder:

CLARENCE C. CACHO

KNOW ALL MEN BY THESE PRESENTS:

Circu	ng under Republic A mferential Road corner OVERNOR, HON, RE	P. Oliveros S	t., Brgy.	San Roque,	Antipolo	the PROV	INCE; and	is act b
	ANROL CONSTR	UCTION		a sole	uropriet	orship/priv	ate corporati	on, du
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Hur	dred Four Pesos	39/100		(P1	,185,70	4.39).	Philippine C	штепсу
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- 4. The CONTRACTOR wacrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Fifty-Five Thousand Seven Hundred Eleven Pesos & 32/100 (P 355,711.32)

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to gnarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the charation of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR order his name and at his own expense, copy of which shall be provided the PROVINCE:
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's bealth and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws:
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or sait out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this MAR 17 180ay of ______ar Antipolo City.

Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

Ne do o

CEARENCE CACHO

Proprietor/Manager/President

REBECCA A. YNARES

Governor 94

WITNESSES

By:

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PURLEPPINES)
ANTIPOLO CITY (S.S.) S.S.

BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following:

Name/Entity

Valid ID Presented

Date

Place

HON REBECCA A YNARES

Passport No. P8239281A

August 5, 2028

Manila

CLARENCE CACHO

TIN NO. 151-542-125

All known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Repair/Repainting of Ymeres Multi-Purpose Covered Court at Sitio Teneg, Brgy. Sen Isidro, Rodriguez, Rizel

WITNESS MY HAND AND SEAL this HAR 17 2027 Capitol, Antipolo City.

at Rizal Provincial

No. 1 Grand

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Book No. 4

Series 20 22

NOTARY PUBLIC

PARTY.



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 March, 2022

MR. NICKERSON H. SAGUN NICKERSON CONSTRUCTION Rodriguez, Rizal

Dear Mr. Sagun:

The attached Contract Agreement having been approved, notice is hereby given to NICKERSON CONSTRUCTION—that work may proceed on the Repair/Repainting/Improvement of Yuares Multi-Purpose Building at Brgy. San Jose, Rodriguez, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours.

REBECCATA, YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature
Name of the Representative of the Bidder

NICKERSON H. SAGUN

CONTRACT AGREEMENT 27

KNOW ALL MEN BY THESE PRESENTS:

B GOVE	PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, ential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by RNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
	NICKERSON CONSTRUCTION a sole proprietorship/private corporation, duly
nd offic Proprietor/ citizen, si	and existing under the laws of the Republic of the Philippines, with principal place of business of address at Rodriguez, Rizel, and berein represented by its President/General Manager, NICKERSON SAGUN, of legal age, Filipino ingle/married, resident of Rodriguez, Rizel, hereinafter referred to se the CTOR, WIINESSETH, That,
AD.	HEREAS, the PROVINCE declares that cortain infrastructure works should be constructed in
pursuant o	the Sangguniang Panlalawigan Ordinance No. 02, 5. 2022/01, s. 2022 namely:
Ser	sit/Repainting/Improvement of Ynares Multi-turpose Building at Brgy. Jose, Rodriguez, Rizel
Bid in a p the constr following considerat	ke the above said infrastructure works, has been declared as the Lowest Calculated Responsive public bidding held last 18 February 2022 has accepted and binds itself to undertake function and completion of the above said infrastructure works strictly in accordance with the standards set forth in the bid documents, approved plans, program of works and specification in the smount of Eight Hundred Eight Thousand Seven Hundred Fifty-One 50/100 (P 808, 751.50), Philippine Currency.
	rec as follows:
Document Contract, 2016 Rev	The whole works subject matter of this Agreement shall be completed within Eighty (
Document Contract, 2016 Rev and incor	The whole works subject matter of this Agreement shall be completed within Eighty (
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unless otherwise extend by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Forty-Two Thousand Six Hundred Twenty-Five Pesos & 45/100 (P_242,625.45))

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages of restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to revolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 2.7 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed to proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Anapolo, with the exclusion of any other courts.

benefit derived from the act or acts in question or both at the discretion of the Courts.

DI WITNESS WHEREOF, the parties have bereunto signed this Agreement this 17 17 Bay of at Antipolo City.

MICHURSON CONSTRUCTION

RIZAU PROVINCIAL GOVERNMENT

Entity/Pirm/Comoration

Proprietor/Manager/President

By:

REBECCA A. YNARES Governor

WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY

BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028 Musila

WECKERSON SAGRIN

TIN NO. 412-090-913

All known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and doed as well as the emity that they respectively

present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Repair/Repainting/Improvement of Ynares Multi-Purrote Pullding at Brgy. San Jose, Rodriguez

WITNESS MY HAND AND SEAL this _day of_ Capitol, Antipolo City

Doc No Page No. _ Book No.

Series 20 22

ANNA MARIE L. SANTOS NOTARY PUSHIC

at Rizal Provincial

no, Binangonan & Cardona

all NOTARY PUBLIC RIZAL Extended until June 30, 2023

by virtue of B.M. 3795, September 29, 27 111 Adm Matter 19-006 Roll of Attorneys No. 5925

PTR No. 17132074 / January 3, 2 .2 / Rize IBF Lifetime Member No. 015632 / Rizal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 March, 2022.

MS, MARIA EOIDA C. NOCON SAN RAFAEL BUILDERS Rodriguez, Rizal

Dear Ms Nocon:

The attached Contract Agreement having been approved, notice is hereby given to SAN RAFAEL BUILDERS—that work may proceed on the Improvement/Repain/Repainting of Perlmeter Fence, Youres Multi-Purpose Building, Comfort Room and Ynarcs Multi-Purpose Covered Court at Brgo. San Jose, Rodriguez, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

RESECCA A VNARES

Covernor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

02/18/2022 # 28

CONTRACT AGREEMENT 2

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road comer P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and

SAN RAFAEL BUILDERS , a sole proprieturship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Rodriguez, Rizal , and herein represented by its Proprietor/President/General Manager, MARIA LOIDA C. NOCON , of legal age, Filipino citizen, single/married, resident of Rodriguez, Rizal , hereinafter referred to as the CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 02, s. 2022/01, s. 2022 namely:

Improvement/Repair/Repainting of Perimeter Fence, Ynares MultiePurpose Building, Comfort Boom and Ynares Multi-Purpose Covered Court at Brgy. Sam Jose, Rodriguez, Rizel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 18 February 2022 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Six Hundred Thirty-Six Thousand Two Hundred Thirty-Six Pesos & 75/100 (P1,636,236,75), Philippine Currency.

NOW, THEREFORE, for end in consideration of the foregoing premises, the parties hereto hereby agree as follows:

- 1. The whole works subject matter of this Agreement shell be completed within Ninety (90) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 02, s. 2022/01, s. 2022
 - Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Decements including all the documents/statements contained it the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the laster hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the grount of PESOS One Million Six Hundred Thirty-Six Thousand Two Hundred Thirty-Six Pesos & 75/100 (P1,636,236.75), Philippine

Currency, to consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- The CONTRACTOR warrants that he has not given our promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PFSOS Four Hundred Ninety Thousand Eight Hundred Seventy-One Pesos & 03/100 (P 490,871.03)

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period,
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the controcur in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cast of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring hinnly may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws.
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing γ_{kl} to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages. and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 17 227 day of at Antipolo City...

SAN RAFAEL BUILDERS

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

Proprietor/Manager/President

By:

REBECCA A. YNARES Guvernor 🤏

WITNESSES

DE GUZMAN

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY AGOND. Rizal) S.S.

BEFORE ME, a Notary Public for and in Antipolo City, dersonally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A, YNARES

Passport No. P8239281A

August 5, 2028

Manila

MARIA LOIDA G. NOCON

TIN NO. 910-996-316

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for Improvement/Repair/Repainting of Perimeter Fence, Yneres Multi-Purpose Building, Comfort Room and Yneres Multi-Purpose Covered Court at Brgy. San Jose, Rodriguez, Rizel

WITNESS MY HAND AND SEAL this 17 1012 day of Capitol, Antipolo City.

at Rizar Provincial

Doc No. Page No. _

Book No. Series 20 22

ATTY, ANNA MARIE L. SANTOS NOTARY PUBLIC for Angono, Binangonan & Carronna all in the PROVINCEAR YREGELIC

Extended until June 30, 2022 (by writes of S.M. 3795, September 26, 2021)

A1m. Matter 19-006 Roll of Attorneys No. 69250

PTR No. 17132074 / January 3, 2022 / Rizal IBP Lifetime Member No. 016532 / Rizal



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

17 March, 3022.

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloe Manila

Dear Mr. Cacho:

The attached Contract Agreement having been approved, notice is hereby given to ANROL CONSTRUCTION—that work may proceed on the

Improvement of Ynares Multi-Purpose Covered Court at Phase 1K-1, Kasiglahan Village, Southville 8C, Regy. San Jose, Rodriguez, Rizal effective on the day you received this Notice to Proceed

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal

Very truly yours,

REBECCA A. YNARES

Governor.

Lacknowledge receipt of this Notice on:

8.21.22

Authorized Signature:

Name of the Representative of the Bidder:

LAL LA. LAL MARENCE C. CACHO

CONTRACT AGREEMENT

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(P1,765,009.54

), Philippine

KNOW ALL MEN BY THESE PRESENTS:

		stored into by and between		w
The PRO	OVENCIAL GOVERNM	MENT OF RIZAL, a loc	al government unit, duly	organized and
existing under	Republic Act No. 7160), with seat of governm	nent at the Rizal Providence	ncial Capitol,
its GOVERNOI	Road comer P. Oliveres L. HON. REBECCA A.	St., Brgy. San Roque, A YNARES, herein referre	antipolo City, represented at to as the PROVINCE;	in this act by
AN	ROL CONSTRUCTION	a role o	roprietorship/private com	poration duly
organized and ex	usting under the laws of	the Republic of the Phili	poines, with principal pla	ce of business
and office a	ddress at Pas	rig City .	end herein represent	ted by its
Proprietor/Presid	lent/General Manager.	CLARENCE CACH	of legal	age, Filipino
citizen, single/n	narried, resident of	Pasig City	, harmafter referr	ed to as the
CONTRACTO	R. WITNESSETH, That,	• 55		- 2
WHERE pursuant of the 5	EAS, the PROVINCE de	clares that certain infrast an Ordinance No. 01, 1	mucaire works should be	constructed in namely:
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			Court at Phase 1K-1 n Jose, Rodrigues, F	
милер	PAR de CONTRACTO	D momenting that it has	the financial and, technic	al competence
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Bid in a public	ord completion of the	above said infractructure	e works strictly in accord	lance with the
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consideration o	f the amount of One os & 54/100 THEREFORE, for and	Million Seven Hunch (P1,	red Sixty-Five Thous	ine Currency.
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Curroucy, is consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

U

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Hundred Twenty-Nine Thousand Five Hundred Twenty-Nine (P 529, 502, 86)

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether hquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Aci and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the imperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may resulted or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred (bereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 24 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this day of at Antipolo City.

APROL CONSTRUCTION

Entity/Firm/Corporation

By:

CLARENC CASTO

Proprietor/Manager/President

WITNESSES

LOLDIAB. DEGUZMAN

MA. VICTORIAB. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY S.S.

BEFORE ME, a Notary Public for and in Antipolo City, perkonally appeared the following

Name/Entity Valid ID Presented Date Place

HON, REBECCA A YNARES Passport No. P8239281A August 5, 2028 Manila

CLARENCE CACHO TIN NO. 151-542-125

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for.

Improvement of Ynares Multi-Purpose Covered Court at Phase IK-1, Kasiglahan Village, Southville SC, Brgy. Sam Jose, Rodriguez, Rizal

WITNESS MY HAND AND SEAL this	MAR 17 day of	, at Rizal Provincial at
Capitol, Antipolo City.	ATTY AND	MARIE L SANTOS

Doc No. 204
Page No. 42
Book No. 4
Series 20 22

NOTARY PUBLIC For Anglina, Sinangonan & Cardoria ait in the PSOMOTA RAFPZABLIC Extented until June 36, 2022 (by Anue of S.M. 3785, September 28, 2021)

Adm. Matter 19-006 Rott of Attorneys No. 69250 FIR No. 17 (32074) January 3, 2022 / Rish IRA Liter the Member No. 015632 - Rish



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 March, 2022

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloe Manila

Dear Mr. Cacho:

The attached Contract Agreement having been approved, notice is hereby given to ANROL CONSTRUCTION—that work may proceed on the Construction of Stone Musonty For Side Protection (Portion)

Mango River (Hinayon Cmpd.), at Brgy. Manggahan, Rodriguez, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder

Gelle led

02/18/2022 # 30

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF REZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Ergy. San Roque, Antipolo Ciry, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
ANROL CONSTRUCTION a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Pasig City and berein represented by its Proprietor/President/General Manager, CLARENCE CACHO, of legal age, Filipino citizen, single/married, resident of Pasig City, hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panialawigan Ordinance No. 01, 8, 2022 namely:
Construction of Stone Masonry For Side Protection (portion) Mango River (Minayon Capd.) at Brgy. Manggahan, Redrigues, Rival
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 18 February 2022 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Nine Hundred Seventy-Nine Thousand Eighty-Seven Peros 02/100 (P 979, 087, 02), Philippine Currency. NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereto
hereby agree as follows:
necesty agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of
Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the
2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
and incorporated time in by way of retractice, namely.
a. SP Ordinance No. 01, s. 2022
Contilicate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
) d. Plans and Specifications
e. Construction Schedule
f. Request for Expression of Interest
 Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
h. Bid Society
i. Addenda and Supplemental Bulletin
j. Notice of Award of Contract and the Contractor's Conformity thereto
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the
latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Nine Hundred Seventy-Nine Thousand Eighty-Seven Pesos & 02/100

Currency, la consideration of the construction and only upon completion of the infrastructure works unless otherwise asceed by the parties, subject of this Agreement as a contract price at the time and in the

manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Ninety-Three Thousand Seven Hundred Twenty-Six Pesos & 11/100

(P 293, 726.11 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period:
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE:
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Suplementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on hyundated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses. of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall compty with and strictly observe all laws regarding workmen's bealth and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained. by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR:
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184. shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR. and duly validated with the tax payments made theroon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided bowever, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved, shall be



referred thereto: The process of arbitration under the foregoing law shall be assumed part of this. Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeinne in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have becomes signed this Agreement this ______ day of at Antipolo City.

ANROL CONSTRUCTION

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

Proprietor/Manager/President

REBECCA A. YNARES Governor 9

WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY QUAD, Rizal) S.S.

BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following

Name/Entity

Valid ID Presented

Plante. Date

HON, REBECCA A YNARES

Passport No P8239281A

August 5, 2028 Manila

CLARENCE CACHO

TIN NO. 151-542-125

All known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherem this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Construction of Stone Mesonry for Side Protection (portion) Mango River (Hineyon Capd.) at Ergy. Menggahen, Rodriguez, Rizal

WITNESS MY HAND AND SEAL this MAR 17 2022 Capitol, Antipolo City.

at Rizar Provincial ATTY. ANNA MARIE L. SANTOS

Doc No. Page No. _

Book No. Series 20 72

NOTARY PUBLIC ter Angono, Binanganan & Carpora Extended until June 30 2000

(tiy virue of 5 M. 3795, September 28, 2021). Arm. Matter 19-806

Robic Lattorneys No. 69258 FTR No. 17132074 / January 3, 2027 16 F ER Lifetimo Member No. 046502 : DATE



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 March, 2022

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloc Manila

Dear Mr. Cacho:

The attached Contract Agreement having been approved, notice is hereby given to ANROL CONSTRUCTION—that work may proceed on the

Construction of Ynares Multi-Purpose Covered Court at East Bellevue Extension Residence Subd., Brgy, San Isiden, Rodriguez, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature.

Name of the Representative of the Bidder-

303,000

LIL. LIL ARENCE C. CACHO

02/18/2022 # 31

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

existing under Repul	blic Act No. 7160,	with seat of go it, Brgy, San Roq	vernment at the P pie, Antipolo City,	tunit, duly organized and Rizal Provincial Capitol, represented in this act by OVINCE; and
ANDO	L CONSTRUCTION	, 8 :	sele proprietership/	private corporation, duly
ind office addres Proprietor/President/C citizen, single/marrie	g under the laws of this atPast; Jeneral Manager, ed, resident of TENESSETH, That,	CLARENCE C Perig City	Philippines, with p and herein	rincipal place of business represented by its of legal age, Filipino after referred to as the
WHEREAS, pursuant of the Sanga	the PROVINCE decl	ares that certain in Orchnamos No.	afrastructure works 41, s. 2021	should be constructed in namely:
Construction Extension Re	of Youres Multi- sidence Subd., B	-Purpose Cover rgy. San Leid	red Court et E ro, Rodrigues,	ast Bellevue Rizel
to undertake the above Bid in a public biddi the construction and following standards a consideration of the	ve said infrastructure ng held last <u>18 Fe</u> completion of the al- set forth in the bid doc to smount of Two M	works, has been debruary 2022 bove said infrastrouments, approved fillion Eight	lectared as the Lowe , has accepted and ructure works strict i plans, program of Hurstred Nine Th	and, technical competence est Calculated Responsive d binds itself to undertake by in accordance with the works and specification in cousend Two Hundred
Thirteen Pesos	■ 09/100	TELEVISION CONTRACTOR	(P 2,809,213.09), Philippine Currency.
Documents, Approv Contract, Supplement 2016 Revised Imple	ed Plans, Program of etal or Bid Bulletins,) calendar days, if Works and Spec , if sny, and sup- egulations of Repu	in accordance with diffications, General porting/related door	the provisions of the Bid and Special Conditions of ments as required by the and are integrated herewith
a SP Ordin	ance No. 41, s. 20	021		12.0
	c of Availability of F			
	ogram of Work and D			
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e. Construc	tion Schedule			
	or Expression of lute			
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	and Supplemental Au		5000 HERC	
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unless otherwise beneed by the parties, subject of this Agreement as a contract price at the time and in the

manner prescribed by the Contract and specified in the Bid and sa agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Eight Hundred Forty-Two Thousand Seven Hundred (P 842,763.93 Sixty-Three Pesos & 93/100

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement. Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses. of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's bealth and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BfR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to regujiyed, alsali be-

referred thereto. The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 3 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or sait out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this is 17 12 day of at Antipolo City.

ANROL.	COS	STR	CTION	
Y*	*:	200		

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

Proprietor/Manager/President

By:

REBECCA A. YNARES Governor 4

WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.

BEFORE ME, a Notary Public for and in Amapolo City, personally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON REBECCA A YNARES

Passport No. P8239281A

August 5, 2028

Manila

CLARENCE CACHO

TIN NO. 151-542-125

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Construction of Yneres Multi-Purpose Covered Court at East Bellevue Extension Residence Subd., Brgy. Sen Isidro, Rodriguez, Rizel

WITNESS MY HAND AND SEAL this MAR 17 2022 day of

Capitol, Antipolo City.

Doc No. Page No

Book No. Series 20 22

NOTARY PUBLIC

, enn. Выпап**рачам & Саг**ият э ExTENOTARY PUBLIC2

(by white ci 3.M. 3795, September 28, 2021) Apm. Matter 19-006 Reviol Altorneys No. 6925

POR No. 17/32074 / January 3, 0027/15/2 ## I denote Member No. 016632 - Bit a



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 March, 2022

MR. ARVIN JUREL B. CORTEX
CORTEX SANTOS CONSTRUCTION & SUPPLY CORP.,
San Mateg, Rizal

Dear Mr. Cortex:

The attached Contract Agreement having been approved, notice is hereby given to CORTEZ SANTOS CONSTRUCTION & SUPPLY CORP. that work may proceed on the Improvement of Vinares Multi-Purpose Covered Court and Construction of Flag Pole/Drainage Canal at Brgy. Guitnang Bayan 1 and Brgy. Sta. Ana, San Mateo, Rical effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Reep one copy and return the other to the Provincial Government of Rizal

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

-3.54.35

Authorized Signature:

Name of the Representative of the Bidder:

ARVIN JUREL B/CORTEZ

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and

Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
correct santos construction and supply corp. a solo proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at San Mateo, Rizel , and herein represented by its Proprietor/President/General Manager, ARVIN JUREL BUCO CORRECT , of logal age, Filipine
citizen, single/married, resident of Sen Mateo, Rizel , hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguntang Panlalawigan Ordinance No. 01, * 2022 namely:
Improvement of Ymeres Multi-Purpose Covered Court and Construction of Flag Pole/Drainage Canai at Brgy. Quitnang Bayan I and Brgy. Ste. Ans, San Mateo, Sizal
WHEREAS, the CONTRACTOR, warranting that it has the figureial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 18 February 2022 has accepted and binds itself to undertake
the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million One Hundred Thirty-Seven Thousand Seven

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto bereby agree as follows:

), Philippine Currency.

- 1. The whole works subject matter of this Agreement shall be completed within (50) calendar days, m accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 01, e. 2022
 - Cartificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications

Hundred Thirteen Pesos & 34/100

- Construction Schedule
- f. Request for Expression of Interest
- Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- b. Bid Security
- i. Addenda and Supplemental Gulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the land backy covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract,
- 3 The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Million One Hundred Thirty-Seven Thousand Seven Hundred Thirteen Peroy & (P1,137,713.34), Philippine Currency, is consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the massive prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;





- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Forty-One Thousand Three Hundred Fourteen Pesos Only

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrustructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's bealth and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be







referred thereto: The process of arbitration under the foregoing law shall be assumed pen of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

benefit derived from the act or acts in question or both at the discretion of the Courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement thik 1115 20 day of at Antipolo City.

CORTEZ SANTOS CONSTRUCTION AND SUPPLY CORP.

Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: JURS CORTEZ

Proprietor/Manager/President

By:

REBECCA A. YNARE Governor >

WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY 18.8.

BEFORJ: MF, a Notary Public for and in Antipolo City, personally appeared the following.

Name/Entity

Valid ID Prescoted.

Date

Place

HON, REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Mamila

ARVIN JUNE BUCO CORTEZ

TIN NO. 254-234-000

All known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively ргезепі

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Improvement of Ynares Multi-Purpose Covered Court and Construction of Flag Pole/ Dreinage Canal at Brgy. Guitneng Bayen I and Brgy. Sta. Ana, San Mateo, Rizal

WITNESS MY HAND AND SEAL this 16 11 day of

at Rizal Provincial

Capitol, Antipolo City.

Doc No. Page No.

Book No. Series 20 22

19074.8Y PUSHIC for Angono, Binangonan & Cr all in the PROVINGTARY PUBLIC

Y. ANNA MARIE L. SANTOS

Extended until June 30, 2022 (by virtue of 8.M. 3795, September 28, 2021) Adm. Matter 19-008

Roll of Attorneys No. 89250 PTR No. 17132074 / January 3, 2022 / Rizal

Alaminer No. II



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 March, 2022

MR. LAURO A. UBIADAS KIT UBIADAS CONSTRUCTION CORP. Binangonan, Rizal

Dear Mr. Ubjadas

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP,—that work may proceed on the Repainting of School Buildings at Cresdaville Elem. School, Brgg. San Juan, Taytay, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES Governor

Lacknowledge receipt of this Notice on.

Authorized Signature:

Name of the Representative of the Bidder:

3 3 32

LATIRO A ERIADAS

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
KIT URIADAS CONSTRUCTION CORPORATION , a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizel, and berein represented by its Proprietor/President/General Manager, LAURO M. UBIADAS, of legal age, Filippino citizen, single/married, resident of Binangonan, Rizel, hereinafter referred to as the
CONTRACTOR. WITNESSETH, That,
* · · · · · · · · · · · · · · · · · · ·
WHEREAS, the PROVINCE declares that cortain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 02, 8, 2022 namely:
Repainting of School Guildings at Cresdaville Elementary School, Brgy. San Juan, Taytay, Rizal
Bid in a public bidding held last 18 February 2022 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Seven Hundred Forty-One Thousand One Hundred Seventy: Nine Pesos & 35/100 (P 741,179,35), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Fifty-Six (56) calender days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 02, v. 2022
b. Cartificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d. Plans and Specifications e. Construction Schedule
f. Request for Expression of interest
g. Bidding Documents including all the documents/statements contained it the winning
bidder/s two (2) bidding envelopes
h. Bid Security
 Addends and Supplemental Bulletin Notice of Award of Contract and the Contractor's Conformity thereto
J. Industry of Administration of Company and the Company of Company of Company

In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the laser hereby coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
 The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS

Currency, la consideration of the construction and only upon completion of the infrastructure works unless otherwise barned by the parties, subject of this Agreement as a contract price at the time and in the manuar prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Twenty-Two Thousand Three Hundred Fifty-Three Pesos & 81/100 (P 222,353.81)

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cast of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may resemd or terminate the contract, without prejudice to other courtes of action and remedies available under the circumstances."



- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's bealth and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/ox change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted. benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have became signed this Agreement this [17, 17, 263] of at Antipolo City.

KIT UDIADAS CONSTRUCTION CORPORATION

RIZAE PROVINCIAL GOVERNMENT

Eutity/Firm/Corporation

A.a. LAURO M. UBIADAS

Proprietor/Manager/President

By:

REBECCA A. YNARES Governor 9

WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY. S.S.

BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manila

LAURO M. UBIADAS

TIN NO. 008-410-689

All known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Repainting of School Buildings at Creedsville Elementary School, Brgy. San Juan, Taytay,

WITNESS MY HAND AND SEAL this AR 17 2022 day of Capitol, Antipolo City :

Doc No. Page No Book No.

Series 20 22

FIRMO SEL CONTRACTOR AND A



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

17 March, 2023.

MR. KHRISTIAN S.E. SAN JOSE KRSJ CONSTRUCTION & GEN. SERVICES Teresa, Rizal

Dear Mr. San Jose

The attached Contract Agreement having been approved, notice is hereby given to
KRSJ CONSTRUCTION & GEN. SERVICES—that work may proceed on the
Concreting of School Ground with Drainage Canal at Teresa
National High School, Brgg. Ragumbayan, Teresa, Rizat
effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. VNARES

Governor.

Lacknowledge receipt of this Notice on-

Authorized Signature:

Name of the Representative of the Bidder:

1

KHRISTIAN S.E. SAN JOSE

CONTRACT AGREEMENT

34

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveres St., Brgy. San Roque, Antipolo Ciry, represented in this act by its GOVERNOR, EON. REBECCA A. YNARES, berein referred to as the PROVINCE; and

its GOVE	RNOR, HON	REBECCA A	YNARES, h	nein referred	to as the PRO	Presented in the PVINCE; and ivate corporation	
organized	and existing u	the laws o	f the Republic	of the Philipp	ines, with pris	scipal place of	puşiness
and offi	ce address	at Teres	, Rizel	, 1	md herein	represented	by its
Proprietor	/President/Ger	icral Manager,	KHRISTIAN	S.E. SAN	JOSE C	represented of legal age,	Fibrino
citizen, s	ingle/married,	resident of	Teresa, Ri	zel	, hereinaft	er referred to	as the
CONTRA	CTOR. WIT	NESSETH, The	4,				
pursuant (of the Sanggun creting of	itang Panlalawi	gan Ordinance ad with Droi	Na 02, s. nege Cenel	2022	hould be constructed name	ely:
V	VHERBAS, #N	e CONTRACTO	OR, warranting	that it has th	e financial an	d, technical con	petence
to underta	ake the above :	said infrastruct:	ge works, has l	been declared	as the Lowest	Calculated Res	sponsive
Bid in a r	public bidding	heid last 18 l	ebruary 202	22 has	accepted and I	binds itself to u	relevable.
the const	ruction and co	empletion of the	e above said u	afraștructure 1	works strictly	in accordance	with th
following	standards set	forth in the bid	documents, and	proved plans,	broking of we	orks and specifi	eafton II
Considers Etables	chica of the a One Perop 8	mount of 111	got Hundred	Minety-One	781.88	Seven Hundre), Philippine Cu	meney.
-TENTI	durk remote a	447 400		16 000	,,,,,,,	J, z amppine c	
	OW THERE	FORE for one	4 in considered	rion of the fo	vegoing rrem	ises the partie	s heret

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

- 1. The whole works subject matter of this Agreement shell be completed within Sixty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated horein by way of reference, namely:
 - SP Ordinance No. 02, 8, 2022
 - b. Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - c. Construction Schedule
 - Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - b. Bid Security
 - i. Addanda and Supplemental Bulletin
 - Notice of Award of Contract and the Contractor's Conformity thereto.
- In consideration of the paymen to be made by the PROVINCE to the CONTRACTOR, the laser hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Light fundred Minety-One Thousand Seven Hundred Eighty-One Pesos & 88/100 (P 891, 781, 88), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works

Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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4 The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Staty-Seven Thousand Five Hundred Thirty-Four Pesos & 56/100

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumsumces."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the previsions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract bereiosfter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 304 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

furisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to

the appropriate court of the City of Amipolo, with the exclusion of any other courts. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this day of zt Antipolo City. RIZAL PROVINCIAL GOVERNMENT MRSJ CONSTRUCTION AND GENERAL SERVICES Entity/Firm/Corporation By: By: REBECCA A. YNARES KHRISTIAN S.E. SAN JOSE Governor 😘 Proprietor/Manager/President WITNESSES MA. VICTORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY 1010, N=1) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Date Valid ID Presented Name/Entity Passport No. P8239281A August 5, 2028 Manila HON, REBRICCA A YNARES. TIN NO. 223-995-263 KHRISTIAN S.E. SAN JOSE All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Concreting of School Ground with Oreinage Canal at Teresa National High School, Ergy. Bagumbayam, Teress, Rizel

WITNESS MY HAND AND SEAL this 11 17 day of

NOTARY PUBLIC (by virtue of C.M. 5715, Soptomber 28, 2021)

Roll of Alarman was \$27 PTR No. 17/192074 / January S. 2022 / Rozal

lember No. 016303 / Rizhl

Capitol, Antipolo City.

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 March, 2022

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman:

The attached Contract Agreement having been approved, notice is hereby given to LARD BUILDERS—that work may proceed on the Repair/Repainting of 2-Storey Ywares Multi-Purpose Bldg. (Brgw. Hall) at Brgy. Bagumbayan, Teresa, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on

Authorized Signature: Name of the Representative of the Bidder. 30102

RENATO C. VILLAROMAN

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and emered into by and between

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	TARR BUILT TO	den e		s sole propri	etorshin/nri	vate corpora
reanized at	nd existing under	the laws of	the Republic of	the Philippine	s. with prin	cipal place
nd office	address at	Bara	s, Rizal	. and	herew	represented
Proprietor/P	resident/General	Manager	RENATO VI	LLAROMAN	, 0	f legal age
itizen, sin	gle/married, resi	dest of	Feres, Rize	el .	hereinafte	er referred
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 The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

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 It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Hundred Twenty-Eight Thousand Seven

Hundred Pesos & 54/100 (P 128,700,54)

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement:

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10 The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for my injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- = 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction industry Arbitration Commission to resolved shall be





referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any munical agreement of the parties hereto to agree in writing 35 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR hable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this day of at Antipolo City

LARD BUILDERS

Entity/Firm/Corporation

By:

Funty/Funt/Corporation

RENATO VILLAROMAN

By.

Proprietor/Manager/President

REBECCA A. YNARES

Governor

RIZAL PROVINCIAL GOVERNMENT

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CHYODO, (1984) S.S.

BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON REBECÇA A YNARES

Passport No. P8239281A

August 5, 2028

Maoila

RENATO VILLAROMAN

TIN NO. 119-041-448

All known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for

Repair/Repainting of 2-storey Yneres Multi-Purpose Duilding (Brgy. Hell) et Brgy. Bagumbayan, Teresa, Rizal

WITNESS MY HAND AND SEAL this 17 1922 day of _Capitol, Antipolo City.

Doe No 40

Page No. 40

Book No 4

Serios 20 22.

ATTY. ANNA MARGE L. SANTOS
NOTARY PUBLIC
for Angono, Einangonan & Cardona
all NOTARY PUBLIC (IZAL
Extended until June 30, 2022
(by virtue of B.M. 3795, September 28, 2021)

ar Rizal Provincial

Adm. Mediat 19-005
Roll of Altomays No. 89250
PTR No. 17132074 / January 3, 2022 / Rizsl
IBP Lifetime Member No. 015832 / Rizsl